

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

On-Call Construction Management and Inspection Services

Date Issued October 23, 2018

SOQ Submission Deadline:

November 30, 2018 at 3:00 p.m. Pacific Time

at

Eric Rood Administrative Center

950 Maidu Avenue, Nevada City, CA 95959

SOQ Submission Instructions:

1. Submit complete SOQ to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

Table of Contents

1. SUMMARY	2
2. CONTRACT AWARD SCHEDULE.....	3
3. GENERAL CONDITIONS.....	3
4. PREVAILING WAGE REQUIREMENT.....	5
5. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS	5
6. BACKGROUND	6
7. ASSIGNMENT OF WORK.....	8
8. ASSURANCE OF DESIGNATED STAFF	9
9. SOQ CONTENT AND FORMAT REQUIREMENTS.....	9
10. SELECTION PROCEDURES	10
11. INQUIRIES	11
ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)	12
ATTACHMENT B: COVER SHEET	18
SCOPE OF SERVICES EXHIBIT “A”.....	19
SCHEDULE AND FEES EXHIBIT “B”	20
Exhibit 10-A A&E Consultant Audit Request Letter and checklist.....	21
Exhibit 10-C Consultant Contract Reviewers Checklist.....	24
Exhibit 10-H Sample Cost Proposals.....	36
Exhibit 10-I: Notice to Proposers DBE Information	37
EXHIBIT 10-K: Consultant Certification of Contract Costs and Financial Management System.....	40
Exhibit 10-01: Local Agency Proposer DBE Commitment (Consultant Contracts).....	42
Exhibit 10-02: Local Agency Proposer DBE Information (Consultant Contracts).....	44
Exhibit 10-Q: Disclosure of Lobbying Activities.....	45
Exhibit 10-T: Panel Member Conflict of Interest and Confidentiality Statement	48
Exhibit 10-U: Consultant in Management Position Conflict of Interest and Confidentiality Statement ...	51
Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE).....	54

1. SUMMARY

The Nevada County Purchasing Division, on behalf of the Department of Public Works, hereinafter collectively referred to as “County,” is requesting Statements of Qualification (SOQ) from all interested providers of on-call construction management and inspection services under a contract resulting from the RFQ.

The term “offeror” as used herein shall refer to providers submitting a SOQ in response to this Request for Qualifications (RFQ). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFQ.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/purchasing>. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please go to: <http://www.publicpurchase.com/gems/Nevadacounty.ca/buyer/public/home> for assistance registering, please call Desiree Belding, Deputy Purchasing Agent at 530-265-1557.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – On-Call Construction Management and Inspection Services” and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One (1) original and five (5) copies of your proposal as well as an electronic version must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. The County will not be responsible for a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

Questions or requests for clarification of this Request for Qualifications must be submitted in writing no later than the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. Responses to questions will be published in an addendum after the question submittal deadline has passed. The County reserves the right to decline to respond to any questions.

This RFQ will result in the award of one or more contracts to be effective for an approximate one-year initial term with an option to renew the contract for two additional one-year periods, at the County's discretion.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	October 23, 2018
Deadline for Questions	November 16, 2018 at 5:00 p.m.
SOQ Submission Deadline	November 30, 2018 at 3:00 p.m.
Contract Approval (tentative)	January 2019
Services to Begin (tentative)	February 2019

3. GENERAL CONDITIONS

- 3.1. **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. **Assurance:** Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. **The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA):** Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. **Independent Contractor:** In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 3.6. **Non-Collusion:** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 3.7. **Protests and Appeals:** Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information & General Services. The protest shall be submitted in writing to the Director of Information & General Services within seven (7) business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.
- 3.8. **Vendors may submit alternate proposals.** Alternate proposals shall be clearly marked as such.

- 3.9.** Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.10.** Costs will not be considered in evaluating a SOQ. Any pricing information, if provided, must be enclosed in a sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified offeror based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected offeror; the County will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.
- 3.11.** Nevada County reserves the right to:
- Request clarification of any submitted information;
 - Set aside a SOQ for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFQ in the future.
- 3.12.** Qualified offerors must be prepared to enter into the County's standard Contract, a sample of which is attached as Attachment A to this RFQ. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant Contract and incorporated in the Contract. By submitting a SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof, unless such exceptions are fully disclosed in Offeror's SOQ. Offerors that take exception to the County's standard terms and conditions do so at the risk that their SOQ may be declared to be nonresponsive and not considered for contract award.
- 3.13.** Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.14.** Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
- 3.15.** The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.16.** Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the SOQ evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the SOQ that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in

accordance with applicable law. If a prospective contractor designates any information in its SOQ as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the SOQ as possible.

4. PREVAILING WAGE REQUIREMENTS

The services described herein are for publicly funded projects, considered “public works” as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

Nevada County would like to emphasize the importance of the current RC-DBE Program that requires certain information and forms to be submitted regarding all DBEs participation and utilization. The submittal of all DBE Program forms with the proposal is essential to the overall success of this project; is required by the Federal laws providing funding, and can be a condition of award. It is important these forms and documents are accurately and completely filled out with response to all questions in regards to DBEs; reference to attachments and exhibits should be clearly referred to and displayed. When completing the required information it is helpful to have the forms typed or clearly printed.

The DBE availability advisory percentage for this project shall be a minimum of 2% percent for any reward.

Since the contract will be funded by various federal programs mentioned above, the contract will include (but is not limited to) the following State and Federal contract provisions. The projects will also be subject to the Federal Lobbying Restrictions, Title 31 U.S.C Section 1352 (incorporated in Attachment B below). The following is a preliminary list of Exhibits required to ensure compliance with state and federal contract requirements. Additional exhibits may also be included as needed:

- Cost Proposal (Exhibit 10-H)
- Notice to Bidders/Proposers Disadvantaged Business Enterprise Information (Exhibit 10-I)
- Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)
- Local Agency Proposer DBE Commitment (Consultant Contract - Exhibit 10-O1)
- Local Agency Proposer DBE Information (Consultant Contract – 10-O2)
- Disclosure of Lobbying Activities, Standard Form - LLL and Instruction (Exhibit 10-Q)
- Consultant in Management Position Conflict of Interest and Confidentiality Statement (Exhibit 10-U)
- Final Report –Utilization of DBE (Exhibit 17F)

It is NOT necessary to submit these forms with your RFQ response/submission. However, they may be required at a later point for a project specific goal that is assigned to a particular purchase order, task order or contract. Therefore, all firms responding to this RFQ should be prepared when asked, to include the necessary DBE sub consultants to meet a range of contract specific DBE goals.

The COUNTY has NOT established a DBE Contract goal for this RFQ since this does not represent a specific project. Contract goals will be determined on a project-by-project basis depending on the scope of the project and sub consulting opportunities that exist. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. If the contract has a specific DBE

goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, with the COUNTY's approval, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

In calculating a specific contract goal Nevada County will utilize the California Unified Certification Program, found on the Caltrans (District 3) Local Assistance Civil Rights Website. Work Codes will be used as the primary search criteria for determining the goal.

If you have not met the DBE goal, complete and submit the Good Faith Efforts documentation form, (Exhibit 15-H), with the bid showing that you made adequate good faith efforts to meet the goal. Good faith efforts directed towards obtaining participation by ALL certified DBEs will be required. (See Appendix A to Part 26 – Guidance Concerning Good Faith Efforts). If this documentation is not submitted with your proposal, the documentation must be received by Nevada County Department of Public Works (950 Maidu Ave. Nevada City, CA 95959) by no later than 4:00p.m. on the fourth (4th) day after the proposal submittal deadline. Failure to submit the required documentation within the time frame described above will render your proposal non-responsive. The County shall not be responsible for Good Faith Efforts documentation delivered to a person or location other than specified herein.

If your DBE Commitment form 10-O1 shows that you have met the DBE goal, you should also be prepared to submit good faith efforts documentation within the specified time to protect your eligibility for award of contract/agreement in the event the Department finds that the DBE goal has not been met. A copy of a DBE's quote will serve as a written confirmation that the DBE is participating in the contract

6. BACKGROUND

6.1. Background

In recent years the County has been successful in receiving federal grants for a myriad of maintenance and improvement projects. In addition, additional funding provided by Senate Bill 1 (SB 1) has also resulted in increased funding for various projects. In recent years, the Engineering Division has also been tasked with the delivery of projects for other county divisions and departments, including Facility Services, Wastewater, Solid Waste, and Transit. Finally, increased development activity in Nevada County has resulted in increased demand for Public Works oversight and management. As these projects complete the design stage and are ready for construction, the County has determined that it has insufficient staff to adequately manage these projects. As a result, the County is interested in retaining firms that can provide comprehensive construction management and inspection services to successfully deliver these projects.

These services will support and manage various projects identified by the county. While the majority of projects will be identified in the County's Capital Improvement Plan (CIP), additional on-demand services may be needed to support development activity, emergency projects and repairs, and other construction related activities. It is anticipated that many of the services will be utilized on federally funded projects.

6.2. Description of Services

The Consultant shall perform construction management, construction inspection services, resident engineer services, and constructability review services on an on-call basis and will work under the direction and supervision of the County.

Listed below are examples of some of the services that will be required. Proposals should describe the approach that the Consultant would expect to take in providing these services.

6.2.1 Construction Management and Construction Inspection

Pre-Construction:

- Performing a constructability review

- Bid package management
 - Assembling
 - Advertising
 - Reviewing proposals
- Developing a public information plan
- Conducting the pre-construction conference
- Coordinating with utility companies

Construction:

- Monitoring contractor performance and enforcement of all requirements of applicable codes, specifications and contract drawings
- Performing field inspection and other quality control activities, including necessary materials testing
- Monitoring construction schedules throughout the course of construction
- Reviewing working days, contract time and documenting time extensions
- Use of the Caltrans Construction Filing System shall be required on all projects unless otherwise approved by the county.
- Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days" will be required in the project file.
- Maintaining a daily inspector's report system that records the hours worked by persons and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the contractor's operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans Construction Manual.
- Tracking subcontractor's work. Ensuring contractor submits written request prior to substituting a contractor.
- Maintaining well-organized photographic/video records.
- Ensuring contractor properly provides for the safety of the workers.
- Managing change orders and obtaining required local agency approval. This includes keeping track of contingency money and notifying local agency when 80% of contingency money has been used. If using federal funds a Request of Authorization for additional construction funds will be needed if change orders will exceed authorized amount. This must be done prior to the approval of change order.
- Managing submittals and monitor designer's review activities.
- Managing claims.
- Managing contractor's Request for Information (RFI).
- Reviewing and recommending progress payments.
- Determining materials sampling, testing requirements and provide acceptance testing services in compliance with local agency's Quality Assurance Program.

- Enforcing Labor Compliance by preparing daily reports with required information, monitoring Certified Payrolls and doing spot check labor surveys and interviews.
- Supervising contractor's detours, lane closures, and staging plans.
- Providing final inspection and coordinate road openings for each stage.
- Establishing a punch list system.
- Establishing a record file which supports: 1) adequacy of field control, 2) conformance to contract specifications, 3) payments to contractor. The file must be complete, organized and maintained in a manner that permits inspection by the local agency, Caltrans or FHWA. Example of project filing system can be found in the Caltrans Local Agency Procedures Manual, Chapter 16.

Post Construction:

- Completing all project documentation, including but not limited to change order summary, final detail estimate, project acceptance documentation, and claims management/resolution.
- Preparing a final construction project report per Chapter 17 of the Caltrans Local Agency Procedures Manual.

6.2.2 Resident Engineer

- Track progress and process Contractor payment estimates based on accepted installed quantities or project schedules
- Coordinate, review and process change orders in accordance with the County and State Change Order Guidelines as applicable
- Facilitate communication between the County and the Contractor and others, including the designer, the public and other agencies
- Ensure that the work is performed in compliance with the contract documents, or using approved substitute materials, methods or designs
- Maintain records that document the job
- Direct the activities of the County site personnel under their supervision to assist in these responsibilities

6.2.3 Constructability Review

- Evaluate final PS&E bid packages for the ability to successfully advertise and bid and for their construct
- Make bid package recommendations to the designer and County
- Provide bid support during the project bid process

7. ASSIGNMENT OF WORK

7.1 Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the Consultants approved for the Qualified List depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.

7.2 Consultant(s) will typically be required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used. The fee schedule submitted in the

proposal or task sheet shall be the same as the fees included in the Consultant's original proposal submittal.

- 7.3** The County may opt to assign specific projects to a firm based on an informal proposal process. Upon selection of the awarded firm, Consultant shall sign the County's standard contract, and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and fee schedule for the specific project will be negotiated and included in the contract, in accordance with the fee schedule provided by consultant in response to this RFQ.
- 7.4** Consultants that fail to respond three or more times to the County's requests for informal proposals may be removed from the Qualified List at the discretion of the County.
- 7.5** The County makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In addition, the inclusion of any Consultant on any Qualified List shall in no way be considered an exclusive agreement to provide service for the County.

8. ASSURANCE OF DESIGNATED STAFF

Proposers shall assure that the designated staff, including subcontractors, is used for the work described in this RFQ. Departure or reassignment of, or substitutions for, any member of the designated team or subcontractor(s) shall not be made without the prior written approval of the County.

9. SOQ CONTENT AND FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below

9.1. Cover Sheet (Attachment B)

The cover sheet **must** be signed by an owner, corporate officer, or agent authorized by the Contractor.

9.2. Introductory Letter

Identify the office location or locations where the Consultant and any sub-Consultants will accomplish the work. This letter should contain an expression of the Consultant's interest in the work, a brief summary statement regarding the qualifications of the Consultant to do the work, and a brief summary of any information about the project team or the Consultant that may be useful or informative to the County.

9.3. TAB A: Qualifications and Experience

Describe how the team will be organized. Identify any proposed sub-consultants and the work that they are proposed to perform. Discuss the qualifications and experience of the firm, project manager, project team and sub-consultants on similar projects. Detail specific experience with city, county, state or federal projects and procedures, including experience with Caltrans Highway Bridge Programs (HBP). Provide a listing of current work commitments to other projects or activities

in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the needs of the projects based on the anticipated schedules described in Section 4 of this RFQ.

NOTE: The County must approve any change in key personnel after the award of a contract before the change is made.

9.4. TAB B: Project Approach

Describe and define in a specific, concise, and straightforward manner, your proposed approach to delivering the services described in Section 5. Describe your approach for ensuring that communication with County staff is adequate and timely, and that submittals are complete and on time. Describe issues that have arisen on previous similar projects and how the Consultant addressed those issues.

9.5. TAB C: Sample Project Schedule

Provide a sample project schedule for a federal bridge construction project that illustrates your understanding of how the services listed in Section 5 are typically phased, overlap, and are dependent on one another.

9.6. TAB D: Applicable References

This section should describe work that is similar in scope and complexity to the projects identified in this RFQ and that the consulting team has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. Provide a summary table showing the following information:

- Name of project, construction cost, and date services were provided
- Names of project manager and key team personnel
- Scope of the team's assignment on the project
- Name, address and current phone number of the Agency Project Manager

NOTE: A minimum of three references are required for the prime Consultant and any sub-Consultants on the project team. Each may be contacted by County staff. References with incorrect contact information will not count toward the required minimum.

9.7. TAB E: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Sample Master Services Agreement (**Attachment B**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

9.8. FEE SCHEDULE –Proposed Costs- Please provide in a separate sealed envelope labeled "Pricing Information" your hourly rates for performing the requested services. This information will not be considered in the evaluation of the Statement of Qualifications.

10. SELECTION PROCEDURES

SOQs will be evaluated based on the following criteria:

Evaluation Criteria:	Possible Points
Experience with similar kinds of work	30
Quality of staff for work to be done	25

Familiarity with state and federal procedures	25
Financial Responsibility	20
Total	100 points

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly rated SOQs may be invited for interviews prior to final selection, to further elaborate on their SOQs. The County reserves the right to award a contract without holding interviews, in the event the written SOQs provide a clear preference on the basis of the criteria described.

When the most qualified offeror(s) has been determined, the sealed pricing information for only that offeror will be unsealed and the County will enter into negotiations with that offeror. In the event that the County is unable to successfully negotiate a contract with that offeror, then the pricing information for the next most qualified offeror will be unsealed, and so on until a contract is successfully negotiated.

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

11. INQUIRIES

Direct all inquiries regarding the SOQ process or SOQ submissions to:

Desiree Belding, CPPB
 Nevada County Information and General Services
 950 Maidu Avenue
 Nevada City, CA 95959
 (530) 265-1557
 desiree.belding@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor's Name

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **On-Call Construction Management and Inspection Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** xxxx
(§3) **Contract Beginning Date:** 00/00/00 **Contract Termination Date:** 00/00/00
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>x</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>x</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>x</u>
(§8)	Worker's Compensation	<u>x</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>x</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:
California Civil engineers License

NOTICE & IDENTIFICATION

(§26) **Contractor:** **County of Nevada:**
950 Maidu Ave
Nevada city, Ca 95959

Contact Person: () e-mail: _____
Contact Person: Patrick Perkins
(530) 265-1712
e-mail: Patrick.perkins@co.nevada.ca.us

Contractor is a: (check all that apply)
Corporation: Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes x No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>x</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>x</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>x</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>x</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of

6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be

deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE AND FEES

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)

(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov

Date:
Federal Project Number:

Attention: Audit Manager, External Contracts-Local Agencies

The following applicable documents are attached for proposed A&E Consultant Contract No. at a proposed Contract or Amended amount of \$, with (Prime Consultant's full legal name).

The Project Description is (Identify if an Amendment or a New Contract):

Participation Amounts for Prime and all Sub-consultants on this contract are:

Table with 4 columns: Consultant's Name, Participation Amount, Category 1, 2, 3, 4, 5 or N/A (see below), Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than \$150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts >= \$150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
4) Points of contact for Local Agency and Prime Consultant

Name Signature

Title

Name of Local Agency and Department
Address

*Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ \$150,000:

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract (1)
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (except for firms requesting Safe Harbor Rate)
- 4) Local Agency and Prime Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	If not Categories 1-3				
	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed (issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

* ICR FYE = Indirect Cost Rate Fiscal Year End. All items on this checklist may not be all inclusive. A&I reserves the right to request additional documentats as deemed necessary.

** Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

*** Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire
- (4) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (5) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.
- (6) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.ca.gov/audits.

EXHIBIT 10-C A&E CONSULTANT CONTRACT REVIEWERS CHECKLIST

Date: _____ **Amendment:** _____ **District:** ____
Agency Name: _____
Federal or State Project Number: _____
Local Agency Contract Number/Solicitation Number: _____
Consultant Name: _____
Original Contract Period: _____ **Begin:** _____ **End:** _____
Original Contract Dollar Amount: _____ **Funding:** _____

No.	DESCRIPTION
A.	PROCUREMENT PLANNING
1	Description of need for consultant: _____
2	Local agency contract administrator information
	a Name: _____
	b Phone: _____ Email: _____
3	Do you have a scope of work?
	a Does the scope of work include a consultant in a management support role? _____
	b Is the schedule specified in the scope of work? _____
4	Independent cost estimates (23 CFR 172.7(a)(1)(v)(b))
	a What is the total value of independent cost estimate? _____
	b What cost estimating technique was used? _____
B.	SOLICITATION DOCUMENTS AND ADVERTISEMENT
1	Consultant selection committee and conflict of interest
	a What is the number of panel members? _____
	b Was Conflict of Interest form (EXHIBIT 10-T) signed by all? _____
	c Was Conflict of Interest form (EXHIBIT 10-T) dated by all? _____
2	Does the solicitation contain a procurement schedule?
3	Type of contract?
4	Method of payment? _____
5	Evaluation criteria and weights (EXHIBIT 10-B)
	Were weight values assigned to criteria? _____
6	Procurement type?
	Length of contract (in years): _____
7	DBE utilization goal setting (Federal-funded only)
	a Was Exhibit 9-D submitted? _____
	b Was Exhibit 10-I included in solicitation? _____
	c What is the DBE Utilization Goal (%)? _____
	d If No goal (not Zero goal), explain: _____
	e Was a Good Faith Effort (Exhibit 15-H) approved by LPA? _____
8	Records of publication for RFP or RFQ
	a Was widespread publication used to advertise the RFP/RFQ (EG newspaper, web posting, Planetbids, etc.)? _____
	Specify: _____

No.	DESCRIPTION
	b How long was the advertisement period (in days)? _____
9	Records of response to solicitation
	a How many consultants responded to this solicitation? _____
	b Does your agency have a proposal responsiveness checklist? _____
	c Were records of response documented (e.g. log sheet, copies of time-stamped envelopes, other)? _____
	Specify: _____
C.	EVALUATION AND SELECTION
1	Documentation of consultant selection
	a How many consultants were evaluated? _____
	b Were evaluation criteria the same as in solicitation? _____
	c Original score sheets and final rankings
	1. How many score sheets were signed by all? _____
	2. How many score sheets were dated? _____
	d Was Exhibit 10-O1 included in proposal (Federal funded only)? _____
	e Was Exhibit 10-U submitted if there is a consultant in a management role (if applicable)? _____
2	Develop top ranked consultants and notify all interviewees
	a Did you notify all candidates of their ranking? _____
	b Did you conduct oral interviews? _____
3	Cost proposal
	a Is cost proposal in Exhibit 10-H format or equivalent complete and in the correct form based on the method of payment? _____
	b Payment Method: _____
	c Is direct labor cost proposal broken down by job classifications and types of costs and/or rates? _____
	d Is the ICR for current fiscal year? _____
	e Are key personnel identified? _____
	Are "other direct cost" itemized by items of work quantity, unit price and total for each item
	f (EXHIBIT 10-H)? _____
	g Is fixed fee over 15%? _____
4	Audit and review documents before contract execution
	a Was proposed ICR submittal sent to A&I for acceptance (EXHIBIT 10-K)? _____
	b What is A&I's ICR decision? _____
	c Does the final cost proposal reflect the adjusted or accepted ICR? _____
5	Record of cost/profit negotiations
	a Did you verify elements of the cost proposal from the top-ranked consultant? _____
	b Did you return remaining concealed cost proposals after successful cost negotiation or dispose of in accordance with written policies and procedures approved by Caltrans? _____
	c Did you perform a cost analysis (wage rates, fixed fee, other direct costs, indirect costs and profits)? _____
	d Did you document your profit negotiations? _____
6	Mandatory fiscal and federal provisions (EXHIBIT 10-R) (Federal-funded only)
	a Are all mandatory fiscal and federal provisions included in contract? (Article IV to XVII) _____
	b What mandatory provisions are not verbatim? _____
	c Was Exhibit 10-O2 completed and included in the contract? _____
7	Specify if sole source: _____
	Was a public interest finding (EXHIBIT 12-F) prepared by local agency and approved by DLAE? _____

No.	DESCRIPTION
8	Was price used as an evaluation factor? _____
9	What Policies and Procedures have been adopted? _____
	a Date adopted Caltrans procedure (CPM or LAPM Ch.10) (mm/yyyy): _____
	b Has Caltrans approved local agency's policies and procedures? _____
10	Method of payment in contract? _____
11	Does contract awarded match that of solicitation? _____
D. FOR CONSULTANT CONTRACT AMENDMENT ONLY	
1	Amendment number: _____
2	Start date: _____ End date: _____
3	Type of original contract: _____
4	Was small purchase used for original procurement? _____
5	What is A&I's ICR decision? _____
6	Total amended contract amount: _____
7	Description of need for amendment: _____
8	Has the scope of work changed? _____
9	Does the revised scope of work include a consultant in management support role? _____
10	Was Exhibit 10-U submitted if there is a consultant in management support role? _____

Note: Please submit EXHIBIT 10-C using fillable PDF along with a signed copy via email.

I certify the information I provided on and in connection with this form is true, accurate and complete and supporting documents are filed in our office filing system. I also understand that any false statements or omissions on this document may be grounds for disqualification from federal and/or State funding.

Local Agency Contract Administrator

Date

I have reviewed the Exhibit 10-C Consultant Contract Reviewers Checklist but I have not reviewed the supporting documentation in detail. The Exhibit 10-C checklist appears to have been prepared in accordance with Chapter 10 "Consultant Selection" of the Local Assistance Procedures Manual. I have not conducted a comprehensive review of the supporting documentation and cannot, therefore, attest that there are no errors, ambiguities, or omissions in the Exhibit 10-C checklist. Caltrans assumes no liability for any defect in the Exhibit 10-C by virtue of its review of this checklist.

Caltrans DLA

Acceptance Date

INSTRUCTIONS FOR A&E CONSULTANT CONTRACT REVIEWERS CHECKLIST

Submittal of Exhibit 10-C for new or amended consultant contracts is required for all A&E consultant contracts (State and Federal) for Caltrans review and acceptance prior to contract award. Sections A, B, and C on Exhibit 10-C will be skipped for contract amendments (Section D applies to amendments only). A designated contract administrator must prepare and sign EXHIBIT 10-C (HQ review is not required for Non A&E Contracts).

EXHIBIT 10-C must be submitted using fillable PDF along with a signed copy via email to aeoversight@dot.ca.gov in the following format **FederalProjectNumber-District-Agency-New (or Revised)**.

The following are considered procedural deficiencies and may jeopardize federal and/or state funding on completed or ongoing projects.

- Did not advertise as required.
- Did not re-advertise for required period.
- Did not identify all evaluation factors in Request for Qualifications/Request for Proposals (RFQ/RFP).
- Did not identify the weights or values of each evaluation factor in RFQ/RFP.
- Method of payment in RFP not consistent with contract cost proposal.
- No supporting documentation that all proposals were received within the required time frames (example: proposals not date-stamped).
- No conflict of interest signed by panel members or evidence an appropriate Code of Ethics was followed in accordance with federal requirements.
- Profit not negotiated.
- No support that cost analysis was performed.
- Cost elements not negotiated/evidence of negotiations not maintained.
- No prior authorization given for sole source contracts.
- Title VI requirements [per 23 CFR 172 (c) (vi)] revisions needed in contracts (federal funded only).
- DBE requirements [per 23 CFR 172 (c) (vii)] revisions needed in contracts (federal funded only).

The following are considered unrecoverable deficiencies and shall result in the withdrawal of all or a portion of the federal and/or state funds from the project:

- No records or documentation to support consultant procurement.
- No support for scoring and/or ranking of consultants.

Two or more of the following are considered unrecoverable deficiencies and shall result in the withdrawal of all or a portion of the federal and/or state funds from the project:

- No justification for sole-sourcing.
- Could not support contract was advertised at all.
- No independent cost estimate performed.
- Local preference used.
- Price used as an evaluation factor.
- Scoring evaluation factors or weights do not match those identified in the RFQ/RFP.
- Did not include any evaluation factors in the RFQ/RFP.

- Cost proposal does not break down job classifications and types of costs by amount and/or rates.
- Missing Title VI requirements [per 23 CFR 172 (c) (vi)] from contracts (Federal Funded Only).
- Missing DBE requirements [per 23 CFR 172 (c) (vii)] from contracts (Federal Funded Only).

A. PROCUREMENT PLANNING

1. DESCRIPTION OF NEED FOR CONSULTANT

Describe need for consultant: How was the need for a consultant justified? Compare the project schedule and objectives with local agency capabilities, staff expertise and availability, and funding resources.

2. LOCAL AGENCY CONTRACT ADMINISTRATOR (NAME & CONTACT INFO)

The Local Agency Contract Administrator must be a qualified local agency employee, or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract.

- a. Include contact information: name of contract administrator.
- b. Phone and email of contract administrator.

3. SCOPE OF WORK

Indicate if scope of work (SOW) is included in solicitation and contract. SOW means all services, work activities, and actions required of the consultant by the obligations of the contract.

- a. Indicate if the contract includes a consultant in a management role (EXHIBIT 10-U). The use of a consultant in a management role should be limited to unique or unusual situations. These situations require a thorough justification and approval by FHWA before contract execution.
- b. Schedule of work from work breakdown structure (WBS) helps to determine the schedule of contract delivery and must be included in the scope of work to increase accountability and efficiency of a contract.

4. INDEPENDENT COST ESTIMATES (ICE)

- a. Enter the amount of an independent cost estimate (ICE). An ICE is needed for cost analysis and contract negotiation (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable cost. In order to properly identify the maximum amount of the contract and to assess the validity of a consultant's cost proposal, the contracting agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work.
- b. Agencies are required to maintain documentation to show how the ICE was calculated. Several methods can be used. Refer to Module 4 for examples on how to calculate the ICE at:

<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M4-slides.pdf> or
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M4-2016-11-14.mp4>.

B. SOLICITATION DOCUMENTS AND ADVERTISEMENT**1. CONSULTANT SELECTION COMMITTEE AND CONFLICT OF INTEREST**

- a. A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals.
- b. Exhibit 10-T should be completed by all panel members and anyone involved in the procurement process, and include signatures and dates.
- c. Completed Exhibit 10-T includes all applicable boxes checked and the contract administrator's signature verifying no conflicts of interest.

2. PROCUREMENT SCHEDULE

Provide an estimated schedule for the procurement process. Establish a submittal deadline for responses to the RFP/RFQ that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal. Except in unusual circumstances, this deadline shall not be fewer than 14 calendar days from the date of issuance of the RFP/RFQ. A contract procurement schedule must be completed before advertising the contract and included it in the solicitation document, identifying key dates for consultant selection activities.

3. TYPE OF CONTRACT

Specify the anticipated type of contract listed in the solicitation document. Three contract types are typical for A&E consultant services for Federal aid highway projects. Contract type refers to the method in which the contract is structured to cover the work.

- a. Project-specific contract: A contract between the contracting agency and consultant for the performance of services and a defined scope of work related to a specific project or projects
- b. Multi-purpose or Multi-phased contract: A project-specific contract where the defined scope of work is divided into phases that may be negotiated and executed individually as the project progresses.
- c. On-call contract: A number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period. An "on-call" typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, field surveying, etc. Further requirements for on-call contracts:
 1. Specify a reasonable maximum length of contract period, including the number and period of any allowable contract extensions, which shall not exceed five years;
 2. Specify a maximum total contract dollar amount that may be awarded under a contract;
 3. Include a statement of work, requirements, specifications, or other description to define the general scope, complexity, and professional nature of the services; and
 4. Indicate if multiple consultants are to be selected and multiple on-call or indefinite delivery/indefinite quantity (IDIQ) contracts will be awarded through a single solicitation for specific services, and if so, how task orders will be issued.

4. METHOD OF PAYMENT

The anticipated method of payment must be specified in the original solicitation, the executed contract and any subsequent modification thereto. Methods of payment are based on the scope of services to be performed:

- a. *Actual Cost-Plus-Fixed Fee*: is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. Fixed fees apply to the total direct and indirect costs.
- b. *Cost Per Unit of Work*: is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance and the extent or quantity of the work is indefinite
- c. *Specific Rates of Compensation*: should only be used when estimating the extent or the duration of work is not possible at the time of procurement, or estimating costs with any reasonable degree of accuracy.
- d. *Lump Sum*: is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations.

When the method of payment is other than lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

5. EVALUATION CRITERIA AND WEIGHTS (EXHIBIT 10-B)

The criteria and relative weights must be included in the RFP/RFQ, and the same criteria and relative weights must be used on the evaluation sheets. See Exhibit 10-B for example criteria. The evaluation criteria MUST have weights in order to properly evaluate the submittals. The criteria MUST be the same as what was listed in the solicitation document. Any changes not made through an addendum render the contract invalid. The combined total of non-technical criteria cannot exceed 10% of the evaluation criteria. Consultants should be initially ranked based on raw data and the final ranking based on the sum of the initial ranking. Please see example iii. Module 3: Evaluation and Selection of Consultant located at:

- <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M3-slides.pdf> or
- <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M3-2016-08-31.mp4>

6. PROCUREMENT TYPE (RFP vs RFQ)

- a. One step RFQ: For services (materials testing, construction inspection, etc.).
- b. One step RFP: For project specific work (bridge painting, roadway design, etc.).
- c. The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or pre-qualified list, through a single solicitation. This method requires substantially more work and time than the other two methods described above.
- d. Length of contract: all contracts must have a duration specified. On-call contracts should not exceed five years (three year contract with options to twice extend an additional year). The type and length of the contract should be listed in the solicitation.

7. DBE UTILIZATION GOAL SETTING (FEDERAL FUNDED ONLY)

DBE goals are required for all Federal-aid contracts including on-call contracts.

- a. Exhibit 9-D (DBE Contract Goal Methodology) must be submitted to Caltrans. An agency must have documentation as to how the goal was calculated. Use your independent cost estimate and follow the DBE procedures located at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter9/9d.pdf>
- b. Exhibit 10-I (NOTICE TO PROPOSERS DBE INFORMATION) must be included in the solicitation.
- c. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation are considered nonresponsive and shall be rejected.
- d. Zero (no subcontracting opportunities) DBE goals must be verified by the DLAE prior to contract execution. No goal means DBE was not considered in solicitation.
- e. Exhibit 15-H (DBE Information - Good Faith Efforts) must be approved by LPA.

8. RECORDS OF PUBLICATION FOR RFP OR RFQ

- a. List the platform that was used to advertise the RFP/RFQ: A public forum must be used that gives both in-state and out-of-state consultants a fair opportunity to be considered for award. Acceptable advertisements include, although not limited to: public clearinghouse, Planetbids, Public Purchase, and local agency's website.
- b. Advertising must be at least 14 calendar days. Caltrans suggests 21 days minimum.

9. RECORDS OF RESPONSE TO SOLICITATION

- a. A minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement; if only one proposal is received, a signed Public Interest Finding (PIF) approved by the DLAE is required. In either case, the re-advertisement of the RFP should be considered as an option.
- b. The Contract Administrator must evaluate each SOQ/SOP and verify each proposal contains all of the forms and other information required by the solicitation.
- c. All proposals received should be documented (e.g. log sheet, copies of time-stamped envelopes, etc.), and copies must be kept in agency's files.

C. EVALUATION AND SELECTION

1. DOCUMENTATION OF CONSULTANT SELECTION

- a. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. All supporting documentation must be retained in the project files for the required retention period in the event an audit or review is performed.
- b. Evaluation criteria must be the same as in solicitation from which a qualifications based selection was conducted.
- c. Original score sheets complete with signatures must be in the file. Spreadsheets alone are not an acceptable method of showing evaluation. Score sheets must be signed and dated by all evaluators.
- d. Exhibits 10-O1 must be included in the technical proposal or the statement of qualification package provided to the local agency by each (prime consultant) proposer and required to be submitted to the DLAE for federal reimbursement (Federal funded projects only). For calculating goals, refer to:
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-slides.pdf> or
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-2016-09-02.mp4> Module 2.

For contracts with no DBE contract goal, Exhibit 10-O1 is not necessary.

- e. Exhibit 10-U must be completed by all consultants in management support role positions and submitted to FHWA for approval through Caltrans HQ prior to contract execution.

2. DEVELOP TOP RANKED CONSULTANTS AND NOTIFY ALL INTERVIEWEES

- a. Three or more highest ranked consultants (short listed) will be interviewed and a final ranking of the highest ranked consultants must be developed. All consultants that submitted technical proposals must be informed about the final ranking of consultants. Notes should be kept to explain why a particular consultant was not selected if requested.
- b. Interviews are to be structured and conducted in a formal manner. Each consultant to be interviewed is sent an invitation to the interview, with an agenda and timeline. A copy of the draft proposed contract, defining the standard contract language/boilerplate is also provided. Reference checks shall be completed and other information gathered before the interviews are conducted. All oral interviews must be evaluated including signatures and dates.

3. COST PROPOSAL

- a. All cost proposals need to be in the same format as Exhibit 10-H or equivalent and contain all of the cost components including direct, indirect, other direct, and fee.
See <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf> for sample form for each method of payment.
- b. The method of payment must be specified in cost proposal. Four methods are permitted depending on the scope of services to be performed: Actual Cost-Plus-Fixed Fee; Cost Per Unit of Work; Specific Rates of Compensation; Lump Sum.
- c. Cost proposal must identify classifications to be billed. Labor costs must be broken down to direct and indirect.
- d. ICR must be the most currently ended fiscal year (within 18 months of ICR submittal). Please refer to A&I guidance on ICR annual fiscal year determinations.
- e. All key personnel must be identified in cost proposal.
- f. Cost proposal must include other direct costs and supporting calculations (EXHIBIT 10-H)
- g. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. Fixed fees in excess of 15% of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist (23 CFR 172.11.b (3) (iii)).

4. AUDIT AND REVIEW DOCUMENTS

For contracts equal to or greater than \$150,000, an annual Exhibit 10-K, Consultant Annual Certification of Indirect Cost and Financial Management System of all A&E firms on the contract must be submitted to A&I for review (All prime and sub-consultants) for both federal and state funded contracts. The firm will be listed on A&I's website, if the firm's annual indirect cost rate has been accepted by A&I and shown with the identification number and the applicable fiscal year.

- a. Proposed indirect cost rate on all contract proposals are subject to review by A&I prior to execution.
- b. The review may result in acceptance, adjustment, or denial of proposed ICR. The final cost proposal must be revised if applicable to reflect the adjusted or denied ICR.
- c. Any findings by A&I need to be resolved prior to contract execution or the contract could be considered ineligible for state and/or federal funding.

5. RECORD OF COST/PROFIT NEGOTIATIONS

- a. Selected/best-qualified consultant's cost elements must be analyzed including necessity for and reasonableness (verification of cost or price information not comparing cost or price data).
- b. At the completion of successful cost negotiations, all remaining concealed "unopened" cost proposals shall be returned to consultants or dispose of in accordance with written policies and procedures approved by FHWA (23 CFR 172.5(c)).
- c. Cost analysis, i.e., verifying the cost in the cost proposal from the top-ranked consultant and evaluating the specific elements such as direct salary or wage rates, fixed fee, other direct costs, indirect costs and profits (23 CFR Part 172.11(b)). Cost Analysis is the analysis of the separate cost elements of a service to verify proposed costs are reasonable for the work to be performed and in compliant with Federal cost principles. Cost Analysis is used to verify direct cost in consultant's cost proposal to actual costs of labor, products and services and to determine if the costs are reasonable. Price Analysis (comparisons with previous prices) may be included, provided a cost analysis was performed on the previous prices, reasonableness was determined and the previous contracted work is substantially the same.
- d. In accordance with federal guidelines, project record of negotiations of cost/profit shall be kept for at least three (3) years after payment of the final federal or state voucher.

6. MANDATORY FEDERAL FISCAL PROVISIONS (FEDERAL-FUNDED ONLY)

- a. The 14 articles list in Exhibit 10-R as mandatory and verbatim must be in the contract.
- b. List provisions that are not verbatim.
- c. Exhibits 10-O2 must be completed at the conclusion of cost negotiations, incorporated into the final agreement and a copy sent to the DLAE. Refer to:
<https://player.vimeo.com/video/127551624> or
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-2016-09-02.mp4> Module 2 for calculating goals.

7. SOLE-SOURCE CONTRACT

Sole-source also known as noncompetitive is defined as the method of procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation. Sole-source contracts should be used only in very limited circumstances. Document the justification for sole-source in detail. For sole-source contracts, the DLAE must approve and sign the Public Interest Finding (PIF) EXHIBIT 12-F. If the PIF is not approved, the contract is considered invalid and not federally reimbursable. All sole-source PIF's must have an independent cost estimate attached.

8. EVALUATION FACTOR

For A&E contracts, price cannot be used as an evaluation factor (unless using the small purchase procedure). Price should not be considered until negotiations. Only the consultant chosen for negotiations should have their cost proposal opened (all other proposals should be returned to sender unopened or disposed of according to agency policy after contract execution).

9. POLICY AND PROCEDURES

- a. Date adopted Caltrans procedures - Consultant Procurement Manual (CPM) or LAPM Ch. 10. According to federal regulations, an agency must have an approved procedure or adopt Caltrans.
- b. If not Caltrans procedures, has local agency's procedure been approved by Caltrans? Local agency can use their own procedures but these must be approved by Caltrans to be considered valid. All agencies must follow LAPM Ch. 10 for consultant contracts in addition to any policies and

procedures they have in place.

10. METHOD OF PAYMENT IN CONTRACT

The method of payment listed in the executed contract should be the same as the solicitation and cost proposal.

11. CONTRACT AWARDED SHOULD MATCH SOLICITATION

The type of contract (Specific, Multi-phased, or On-call) listed in the executed contract must be the same as the solicitation and cost proposal.

D. FOR CONSULTANT CONTRACT AMENDMENT ONLY

1. AMENDMENT NUMBER

Every contract amendment must have an amendment number and that amendment number must be specified in the EXHIBIT 10-C.

2. SPECIFY MAXIMUM LENGTH OF CONTRACT AMENDMENT

Specify a reasonable maximum length of consultant contract amendment period by indicating start date of the amendment and end date of the total new-contract period. For on-call contract, the maximum length of consultant contract amendment period shall not exceed five years in total.

All contract amendments must be fully executed before the ending date of the contract. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement.

3. TYPE OF ORIGINAL CONTRACT

Specify the original type of contract awarded in a contract amendment. Three contract types which are typical for A&E consultant services for Federal aid highway projects are project-specific, multi-phased, and on-call. A contract type specified in the contract amendment shall match with the original contract.

4. WAS SMALL PURCHASE USED FOR ORIGINAL PROCUREMENT?

The full amount of any contract modification or amendment that would cause the total contract amount to exceed the federal simplified acquisition threshold (currently established at \$150,000) would be ineligible for federal funding. Also, FHWA reserves the right to withdraw all federal-aid funding from a contract if it is modified or amended above the applicable established simplified acquisition threshold. All small purchase contracts shall have a start and end date.

5. WHAT IS A&I'S ICR DECISION?

For amended contracts equal to or greater than \$150,000, an annual Exhibit 10-K, Consultant Annual Certification of Indirect Cost and Financial Management System of all A&E firms on the contract must be submitted to A&I for review (All prime and sub-consultants) for both federal and state funded contracts. Proposed indirect cost rate on all contract proposals are subject to review by A&I prior to contract execution. The review may result in acceptance, adjustment, or denial of proposed ICR. The final cost proposal must be revised if applicable to reflect the adjusted or denied ICR.

6. TOTAL AMENDED CONTRACT AMOUNT

Specify a maximum total amount of amended contract that may be awarded under the total contract. A&E Consultant Audit and Review Process of LAPM Chapter 10 shall apply to the entire contract and must be completed prior to execution of the contract amendment.

The full amount of any contract modification or amendment that would cause the total contract amount to exceed the federal simplified acquisition threshold (currently established at \$150,000) would be ineligible for federal funding.

7. DESCRIPTION OF NEED FOR AMENDMENT

Describe need for amendment of the existing project schedule and objectives: How was the need for an amendment justified? How has the original project been handled and why is it required to be modified? (e.g.: Extra time, added work, or increased costs). Only work within the original advertised scope of services shall be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement.

8. HAS THE SCOPE OF WORK CHANGED?

Scope of work and preparation of amendments must be clearly stated in EXHIBIT 10-C and the amendment contract to ensure that any changes to the scope are within the constraints of the original RFP/RFQ.

Only work included within the original advertised scope of services and evaluation criteria of the solicitation from which a consultant was selected based on qualifications to perform may be incorporated into a contract. Necessary or desired services which are outside of the advertised scope from which the qualifications based selection was conducted should be procured under a new advertisement, accomplished with in-house contracting agency staff, or performed under an existing on-call contract which allows for the desired services, necessary qualifications, costs, and schedule.

9. DOES THE REVISED SCOPE OF WORK INCLUDE A CONSULTANT IN MANAGEMENT SUPPORT ROLE?

Indicate if the contract amendment includes a consultant in a management role. Local agency shall fill out EXHIBIT 10-U if they need for a consultant(s) in management support role.

10. WAS EXHIBIT 10-U SUBMITTED IF THERE IS A CONSULTANT IN MANAGEMENT SUPPORT ROLE?

A completed Exhibit 10-U shall be submitted to FHWA for approval prior to execution of the contract amendment for which federal funds are being sought. Local agencies must submit an approved Exhibit 10-U prior to seeking federal reimbursement.

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

Please Note: Consultant completes all items in yellow highlight

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT PRIME SUB
PROJECT NO. CONTRACT NO. DATE

CONTRACT TYPE (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
Prime Consultant's Participation Amount \$

Loaded Rate Calculation
Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + .5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Home Office Personnel: Fringe Benefit % Overhead % General Administration % Combined %
Field Office Personnel: Fringe Benefit % Overhead % General Administration % Combined %

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Main table with columns: Name/Classification, Effective Date of Hourly Rate, Prevailing Wage Rate established by State DIR, Employee Actual Rate, DELTA (TOTAL) = Employee Total Rate - DIR Rate, etc.

- 1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
5. Travel Time Charges:
For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow: Billing rate for travel time = Loaded Rate Formula "C" above. All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link 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-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

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

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
_____ 20. Local Agency Representative's Signature 21. Date		_____ 12. Preparer's Signature 13. Date	
_____ 22. Local Agency Representative's Name 23. Phone		_____ 14. Preparer's Name 15. Phone	
_____ 24. Local Agency Representative's Title		_____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is responsible for this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents.

Panel Member Conflict of Interest & Confidentiality Statement

The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- etc. _____

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

CONTRACT ADMINISTRATOR’S REVIEW

I have reviewed the foregoing “Conflict of Interest and Confidentiality Statement” and have determined, according to the information provided, that this individual:

does not have a conflict of interest and can participate in the “Selection Panel”

does have a conflict of interest and cannot participate in the “Selection Panel

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

Distribution: Original – Local Agency Consultant File

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

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

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

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

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

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

I hereby certify as follows:

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

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

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

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

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

I have read and fully understand all of the above.

Date: _____ Signature: _____

Name: _____

Title: _____

Consultant Firm/Sole Proprietor: _____

REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY REPRESENTATIVE

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

That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;

That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____ Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

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

I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

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

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

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and 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 the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.