



RESOLUTION No. 14-192

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

REQUEST FOR QUALIFICATIONS FOR THE NEVADA COUNTY HIGHWAY BRIDGE PROGRAM (HBP) PROJECT

WHEREAS, Eight Nevada County bridges have been identified as structurally deficient or functionally obsolete and meeting the criteria for either replacement or repair under the Local Highway Bridge Program (HBP); and

WHEREAS, All eight bridge projects have received funding approval for Preliminary Engineering (PE) and have been programed in the Federal Transportation Improvement Program (FTIP); and

WHEREAS, State Exchange funds are available for non-reimbursable expenses; and

WHEREAS, the Department of Public Works has prepared a Request for Qualifications from qualified Civil Engineering firms specializing in project management and bridge design.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors directs the Purchasing Division (in coordination with the Department of Public Works) to solicit Statements of Qualifications from qualified Civil Engineering firms specializing in project management and bridge design.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of May, 2014, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Hank Weston and Richard Anderson.

Noes: Terry Lamphier.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

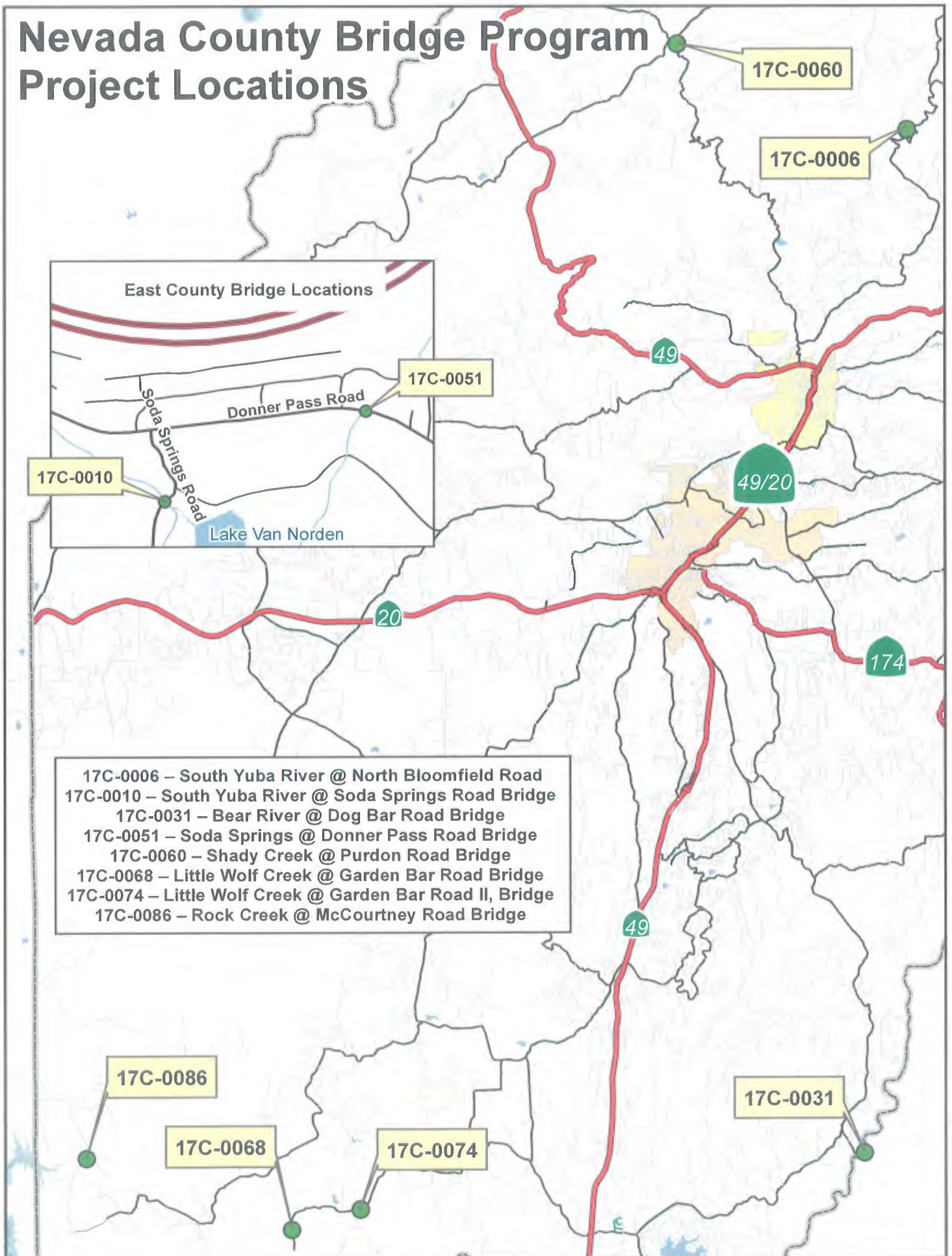
By: _____

Donna Landi

Nathan H. Beason, Chair

05/27/2014 cc: DPW*
Purchasing*

Nevada County Bridge Program Project Locations



- 17C-0006 – South Yuba River @ North Bloomfield Road
- 17C-0010 – South Yuba River @ Soda Springs Road Bridge
- 17C-0031 – Bear River @ Dog Bar Road Bridge
- 17C-0051 – Soda Springs @ Donner Pass Road Bridge
- 17C-0060 – Shady Creek @ Purdon Road Bridge
- 17C-0068 – Little Wolf Creek @ Garden Bar Road Bridge
- 17C-0074 – Little Wolf Creek @ Garden Bar Road II, Bridge
- 17C-0086 – Rock Creek @ McCourtney Road Bridge

County of Nevada
Information & General Services
Purchasing Division



Request for Qualifications
For

**Project Management and Design Services for the
Highway Bridge Program (HBP)**

Date Issued: May 30, 2014

SOQ Submission Deadline:

Friday, July 25, 2014 at 3:00 p.m. Pacific Time

Mail SOQ To:

Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver SOQ To:

Nevada County Auditor/Controller's Office (2nd floor)
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

Mandatory Pre-Proposal Conference:

Thursday, June 26, 2014 at 2:00 p.m.
EMPIRE ROOM – 2nd floor 950 Maidu Ave
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

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1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the Nevada County Department of Public Works, hereinafter collectively referred to as “County,” is requesting Statements of Qualification (SOQ) from licensed civil engineering firms interested in providing project management and design services for the Nevada County Highway Bridge Program (HBP).

The term “offeror” as used herein shall refer to individuals or firms 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 of this RFQ may be downloaded from www.mynevadacounty.com/nc/igs/purchasing. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to pamela.mowry@co.nevada.ca.us indicating “Project management and design services for the Nevada County Highway Bridge Program (HBP) Project - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1692.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – Nevada County Highway Bridge Program (HBP) Project” and must include all elements described in the SOQ CONTENT AND FORMAT REQUIREMENTS section of this RFQ. One original and three (3) copies of the SOQ must be delivered to the location listed on page one (1) of this RFQ 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.

A pre-SOQ conference will be held at the Eric Rood Administrative Center at the date and time listed in the CONTRACT AWARD SCHEDULE. Attendance at this conference is required. Questions and answers discussed at the conference will be documented and delivered to all potential offerors who attended the conference. Questions or requests for clarification of this Request for Qualifications may be submitted in writing and must be submitted no later than the date and time listed in the CONTRACT AWARD SCHEDULE. Responses to written questions will be included in the published responses to questions arising at the conference. The County reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFQ is valid only if in writing and issued by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	Friday, May 30, 2014
Mandatory Pre-Bid Conference	Thursday, June 26, 2014 at 2:00 p.m. in the EMPIRE ROOM – 2nd floor 950 Maidu Ave
Deadline for Questions	Monday, July 14, 2014 at 5:00 p.m.
SOQ Submission Deadline	Friday, July 25, 2014 at 3:00 p.m.
Final Selection Interviews (tentative)	Week of August 11, 2014
Contract Approval (tentative)	Tuesday, September 9, 2014
Services to Begin (tentative)	September 2014

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. **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.**
- 3.6. **Costs will not be considered in evaluating the SOQ. Hourly charge-out rate must be enclosed in a separate sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified vendor 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 vendor; the County will cease negotiations and begin negotiations with the next highest rated vendor from the SOQ evaluation.**
- 3.7. **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.
- 3.8. 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 vendor(s). Portions of this RFQ and the vendor's SOQ may be made part of any resultant contract and incorporated in the Contract.
- 3.9. 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, and Professional Liability 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.
- 3.10. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each vendor 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.
- 3.11. 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.
- 3.12. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal 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 proposal 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 proposal 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 proposal as possible.

4. BACKGROUND

- 4.1. The California Department of Transportation (Caltrans), Office of Structure Investigations is responsible for performing bridge inspections in accordance with federal regulations on approximately 12,000 bridges owned by local government agencies, and making structure work repair recommendations, determining the safe load capacity, etc. Caltrans inspects approximately 43 bridges in unincorporated Nevada County. After review of bridge inspection reports, eight bridges have been identified as structurally deficient or functionally obsolete, meeting the criteria for either replacement or repair under the Local Highway Bridge Program (HBP). The purpose of the HBP is to replace and rehabilitate public highway bridges that the State and Federal Highway Administration determine to be unsafe due to structural deficiencies, physical deterioration or functional obsolescence.
- 4.2. The County applied for HBP funding to replace or rehabilitate these structures. All eight bridge projects received funding approval for Preliminary Engineering (PE). All project sites are located in

rural areas, on roads functionally classified as Local, Rural Minor Collector, or Rural Major Collector. The most recent bridge reports identify seven of the bridges as eligible for replacement;

- 17C-0010 – South Yuba River at Soda Springs Road Bridge – Replacement Project
- 17C-0031 – Bear River at Dog Bar Road Bridge - Replacement Project
- 17C-0051 – Soda Springs at Donner Pass Road Bridge - Replacement Project
- 17C-0060 – Shady Creek at Purdon Road Bridge – Replacement Project
- 17C-0068 – Little Wolf Creek at Garden Bar Road Bridge - Replacement Project
- 17C-0074 – Little Wolf Creek at Garden Bar Road II, Bridge - Replacement Project
- 17C-0086 – Rock Creek at McCourtney Road Bridge - Replacement Project

The eighth bridge, Bridge No.17C-0006 at the South Yuba River at North Bloomfield Road, is a historic structure with a large span over the South Yuba River and is a popular recreation area. The County is interested in a preliminary design alternative analysis for this bridge to determine the feasibility and costs associated with rehabilitation versus replacement.

- 4.3. The County is seeking Statements of Qualification (SOQ's) from qualified Civil Engineering firms specializing in project management and bridge design to provide day to day project management and design services for the Nevada County Highway Bridge Program (HBP), which includes the 8 bridge replacement or rehabilitation projects. The selected Consultant "team" will provide all elements of project design through Caltrans PS&E approval, as well as bid and construction support, including but not limited to: preliminary engineering services and studies, final plans and specifications, construction cost estimates, independent constructability reviews, surveys, geotechnical studies, environmental studies and documentation (CEQA/NEPA), preparation of bidding documents and specifications, property acquisition, and utility relocation coordination services. The County will provide project oversight.
- 4.4. Given the complexity and costs associated with bridge construction, this project's scope will prioritize bridge projects to ensure no more than 3 bridges are constructed in a given construction year. We anticipate that bridge prioritization will happen early in the design phase of the bridge program based on individual project complexity, identification of environmental or right-of-way needs, etc., or based on proximity grouping of bridge projects. That is, we expect that some projects will naturally come together faster than others and/or it will make sense to group bridges based on geography for cost savings. This shall be reflected in the delivery schedule.

5. DESCRIPTION OF SERVICES REQUIRED

- 5.1. The Consultant will be expected to perform the following:
 - 5.1.1. **Project management:** Provide day to day project management for all aspects of the project through Caltrans PS&E approval. Act as the lead for project development and coordination, and be responsible for development of schedules and all internal coordination as applicable.

Firms can "team up" as necessary to provide the breadth of services necessary to process multiple bridge projects simultaneously; however, the selected "prime" Consultant shall provide the County's project manager with a single point of contact and consolidated billing. The County shall provide project oversight.
 - 5.1.2. **Progress reports:** Provide the County with detailed monthly progress reports and facilitate monthly project development team meetings.
 - 5.1.3. **Preliminary value analysis report:** Prepare a detailed cost-benefit analysis of bridge construction alternatives and report unique situations for each bridge. This memorandum will be basis for final bridge design selection.
 - 5.1.4. **Bridge design and construction documents:** Design and prepare plans, specifications, and construction cost estimates (PS&E) for removal and construction of the proposed bridge and approaches. Development should typically include milestones at 30, 60, 90 and 100-percent progress.

- 5.1.5. **Value engineering and constructability review:** Provide for independent value engineering and constructability reviews performed by an outside source at 60, 90 and 100-percent progress.
- 5.1.6. **Bridge design hydraulic study:** Prepare a hydraulic/hydrologic study suitable for bridge design and environmental report documentation (as needed).
- 5.1.7. **Geotechnical services:** Perform geotechnical exploration, studies and reporting suitable for bridge design and environmental documentation support (as needed).
- 5.1.8. **Engineering, topographic and right of way surveying:** Provide professional surveying services (as needed).
- 5.1.9. **Bid and construction support:** Assist in the preparation of bidding documents and specifications and provide on-call support for advertising and construction.
- 5.1.10. **Environmental reporting, documentation and permits:** Consultant will be responsible for all NEPA and CEQA studies, documentation and permits.
- 5.1.11. **Property acquisition and utility relocation coordination:** Consultant shall be responsible for all property and easement acquisitions and utility relocation coordination. The County will provide support during right-of-way acquisition activities.
- 5.1.12. **Overhead Rate:** Consultant must have an audited overhead rate in accordance with the applicable Federal Acquisition Regulation ("FAR").
- 5.1.13. **Disadvantaged Business Enterprise (DBE):** Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b) and 49 CFR, Part 26. If the contract has a DBE goal, the Consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. The Contract DBE Goal is estimated to be **1.0%**.
- 5.2. A mandatory pre-proposal conference will be held on **Thursday, June 26, 2014**. Statements of Qualifications will be accepted from only those firms that have a representative in attendance at the conference.. Sub-consultants are encouraged, but not required, to attend.
- 5.3. County shall perform the following unless otherwise noted:
 - 5.3.1. **Project Oversight:** Provide project oversight, including review of final documents, reports and studies (as needed). Additionally, the County will review and approve project schedules and budgets.
 - 5.3.2. **Public outreach and meetings:** Serve as project lead for all public outreach activities and public meetings, and will provide support during right-of-way acquisition activities. Consultant may be requested for support services (as needed).
 - 5.3.3. **State and Federal Agency Coordination:** Act as lead in respect to all aspects of project funding and other formal requests of the California Department of Transportation (Caltrans), Federal Transportation Administration (FTA), or other State or Federal Agencies. Consultant may be requested for support services. Consultant will coordinate with State or Federal agency staff on non-funding issues, as necessary, to facilitate PS&E approval.
- 5.4. This project is funded with County State Exchange and Federal Highway Bridge Program funding. Accordingly, this project will be subject to all applicable State and Federal guidelines pertaining to the Local Highway Bridge Program (HBP). Additional information can be found on the Caltrans Division of Local Assistance website: <http://www.dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm>
- 5.5. In 2013 a Consultant hired by the County prepared Project Study Report Equivalents (PSRE) and HBP applications for each bridge. PSREs include project descriptions, preliminary schedules, cost estimates and photos. This information can be accessed by visiting our website: [http://www.mynevadacounty.com/nc/cda/pw/Pages/Nevada-County-Highway-Bridge-Program-\(HBP\)-Project.aspx](http://www.mynevadacounty.com/nc/cda/pw/Pages/Nevada-County-Highway-Bridge-Program-(HBP)-Project.aspx)

6. CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit an original plus three (3) copies of their SOQ to one of the locations listed on Page 1 of this RFQ. SOQs should be kept to 25 pages or less if possible. The forms included as Exhibits to this RFQ do not need to be included in your SOQ. These are included for informational purposes, as they may be required in the contract with the successful offeror.

SOQs shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

The cover sheet **MUST** be signed by an owner, corporate officer, or agent authorized by the Contractor. Failure to include the cover sheet in each SOQ may disqualify the Consultant from the selection process.

6.2. 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.

6.3. Qualifications and Experience

Describe how the team will be organized. 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). The SOQ should contain 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 schedule outlined in the SOQ.

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

6.4. Project Approach

Describe and define in a specific, concise, and straightforward manner, the proposed approach to delivering the services described in Section 5. Describe the Consultant's 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.

6.5. Project Schedule and Supporting Information

Provide an anticipated project schedule and estimated number of hours to complete each phase of the project (including subConsultant hours). Additional supporting information may include graphs, charts, photos, resumes, references, etc., and is to the Consultant's complete discretion.

6.6. Applicable References

This section should describe work that is similar in scope and complexity to this project 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.

6.7. Cost Information

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 Statements of Qualifications.

7. SELECTION PROCEDURES

Statements of Qualifications will be evaluated by a Selection Committee using the following evaluation criteria.

Criteria	Maximum Points
Cover Sheet and Introductory Letter Attached*	n/a
Project management and design experience with similar projects	25
Proposed approach in scope of services identifies key project issues	25
Key project management and staff experience and staff stability	20
Experience with Caltrans Highway Bridge Program (HBP)	20
Proposed Delivery Schedule	10
TOTAL	100

* - Failure to include the Cover Sheet and Introductory Letter in SOQ may disqualify the Consultant from the selection process.

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly ranked 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 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, a sample of which is included as Attachment A to this RFQ, 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.

8. INQUIRIES

Direct all inquiries regarding the SOQ process or SOQ submissions to:
 Pamela Mowry, Administrative Analyst
 Nevada County Purchasing Division
 950 Maidu Avenue
 Nevada City, CA 95959
 (530) 265-1692
 Pamela.mowry@co.nevada.ca.us

ATTACHMENT A:

PERSONAL SERVICES CONTRACT(Sample)

County of Nevada, California

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

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

(§1) _____

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** _____
- (§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____
- (§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u> X </u>	<u> </u>
(§7) Automobile Liability	(\$1,000,000) 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	(\$2,000,000)	<u> X </u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person:

Contact Person:

e-mail:

e-mail:

Org Code:

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 _____ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> </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. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

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 contract 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.

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE AND FEES

EXHIBIT "C"
(Schedule of Changes)

Amendments and additions to the Contract are hereby set-forth as follows:

20. TERMINATION: Paragraph 20 of the contract is hereby amended to read:

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 **ten (10) calendar days written notice** to Consultant, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County, the State of California, or the federal government, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. The amount of the fixed fee will be based on the percentage of work completed to date of termination.

21. BOOKS OF RECORD AND AUDIT PROVISION: Paragraph 21 of the contract is hereby amended to read:

Consultant shall maintain project records, including any field inspector's reports and other reports/files to be provided in connection with this Agreement, in a format consistent with procedures established by and acceptable to County, State and FHWA, and provide same to the County within thirty (30) days after the completion of the contract and prior to final payment.

For Consultants over \$150,000:

Consultant and subConsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, and ICR Audit, or a certified public accountant (CPA) ICR Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government adjusted by Consultant and approved by the Nevada County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by Nevada County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

28. CONTRACT COST PRINCIPLES: The allowable elements of cost are controlled by the Federal Acquisition Regulation, Title 48 CFR, Chapter 1, Subpart 31, and Title 49 CFR Part 18, Uniform Administrative Procedures. This also applies to all subcontractors in excess of \$25,000.

29. COVENANT AGAINST CONTINGENT FEES: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the

right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee commission, percentage, brokerage fee, gift or contingent fee.

30. CHANGES IN WORK: The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed in **Exhibit "A"** and Consultant agrees to perform said services upon the written request of County, provided that said services do not exceed the maximum contract amount. These additional services could include, but are not limited to, any of the following:

- A. Work requested by the County in connection with any other matter or any item of work not specified herein;
- B. Work resulting from substantial changes ordered by the County in the nature or extent of the project, and
- C. Serving as an expert witness for the County in any litigation or other proceedings involving the project.

31. REMEDIES: Should Consultant fail to satisfactorily complete all of its work by the final deadline established herein, Consultant shall be deemed to be in breach of this Agreement. In such event the Consultant shall be liable to the County for all of the consequential damages incurred by County due to any such breach as allowed by law. In the event of a failure to complete all work hereunder by the final deadline, Consultant may only provide such evidence to refute the presumption of breach as has previously been fairly disclosed and established in the written reports made to County, promptly upon the occurrence of any event of delay for which Consultant contends it is not responsible. The parties agree that Consultant shall have an absolute duty to take all steps necessary to insure that all of its work is satisfactorily completed by the final deadline and to work around any problems created by external forces or persons, and that notwithstanding the actions or inactions by any such external persons, parties or other forces, Consultant's proper completion of the work by the final deadline shall not be excused if Consultant otherwise had within its means or power the ability to complete the work so as to allow County to pursue the subject project.

32. DISPUTES:

- A. Any dispute other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Local Agency's contract manager and the Director of the Nevada County Department of Public Works, who may consider written or verbal information submitted by the Consultant.
- B. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Local Agency Review Committee (Public Works Director and Purchasing Agent) of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of the contract.

33. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES: Consultant acknowledges awareness of the provisions of the Code, in particular Labor Code Sections 1770 to 1780, inclusive, and Title 8 of the California Administrative Code Sections 200 et seq; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions. A Copy of the relevant prevailing wage is available from the California Department of Industrial Relations' Internet website at <http://www.access.gpo.gov/davisbacon/ca.html>.

34. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONSIDERATIONS: Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a DBE goal, the Consultant must meet the DBE goal by using DBEs as subConsultants or document a good faith effort to have met the goal. If a DBE subConsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subConsultant if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are to be included in the Consultant contract.

The Contract DBE Goal is 1.0%.

35. EQUIPMENT PURCHASE:

- A. Prior authorization in writing, by Nevada County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of insuring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Nevada County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

36. INSPECTION OF WORK: Consultant and any subConsultant shall permit Nevada County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

37. SAFETY:

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

38. CONFIDENTIALITY OF DATA:

- A. All financial, statistical, personal, technical, or other data and information relative to Nevada County's operations, which are designated confidential by Nevada County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by Nevada County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

- C. Consultant shall not comment publicly to the press or any other media regarding the contract or Nevada County's actions on the same, except to Nevada County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by Nevada County, and receipt of Nevada County's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

40. EVALUATION OF CONSULTANT: Consultant's performance will be evaluated by Nevada County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

41. STATEMENT OF COMPLIANCE:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations, Title 2, Section 11099.
- B. During the performance of this Contract, Consultant and its subConsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subConsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subConsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subConsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

42. DEBARMENT AND SUSPENSION CERTIFICATION:

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complies with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Nevada County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

43. CONFLICT OF INTEREST:

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

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

45. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS:

- A. Consultant certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; an Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or any employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

46. Consultant's Endorsement on PS&E/Other Data: The responsible Consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Approved:

County Counsel

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 10-P Nonlobbying Certification for Federal-Aid Contracts**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

EXHIBIT 12-E

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency;
 - within the past 3 years;
 - Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility for any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____ and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Representative of the Nevada County Department of Public Works (local agency), and that the consulting firm of _____, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT 10-I Notice to Proposers DBE Information

**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
DEPARTMENT OF PUBLIC WORKS**
950 MAIDU AVENUE, NEVADA CITY, CA 95959-8617
(530) 265-1411 FAX (530) 265-9849 <http://www.mynevadacounty.com>

Steven L. DeCamp
Community Development Agency Director

Steve Castleberry
Director of Public Works

The Agency has established a DBE goal for this Agreement of 1.0%.

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, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a "Local Agency Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall 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, and all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. 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 contractor, subcontractor, 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 subcontractors, 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 subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.

Click on the link in the left menu titled *Disadvantaged Business Enterprise*

Click on *Search for a DBE Firm* link

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

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

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

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

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the

transportation services provided by the lessee, since these services are not provided by the DBE.

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

Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subConsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subConsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subConsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE SubConsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the

Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. The Agency shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime Consultant, or subConsultant, shall return all monies withheld in retention from a subConsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subConsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subConsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subConsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultant and subConsultants.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subConsultant is decertified during the life of the Agreement, the decertified subConsultant shall notify the Consultant in writing with the date of decertification. If a subConsultant becomes a certified DBE during the life of the Agreement, the subConsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT**Consultant Section***The Consultant shall:*

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

Local Agency Section:*The Local Agency representative shall:*

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

Exhibit 10-O2: Local Agency Consultant DBE Information

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		13. Total Dollars Claimed	12. DBE Dollar Amount
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		15. Preparer's Signature _____	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	(Area Code) Tel. No. _____		
		16. Preparer's Name (Print) _____	
Caltrans to Complete this Section		17. Preparer's Title _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		18. Date _____ Area Code) Tel. No. _____	
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION**Consultant Section***The Consultant shall:*

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

Local Agency Section:*The Local Agency representative shall:*

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

Local Assistance Procedures Manual

EXHIBIT 17-F
Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

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

CEM-2402P (REV 02/2008)

ADA Notice
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PRIME CONTRACTOR	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT \$			
							DATE WORK COMPLETE	DATE OF FINAL PAYMENT				
ITEM NO. / DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED									DBE CERT. NUMBER	NON-DBE	DBE	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
									\$	\$	\$	
ORIGINAL COMMITMENT			TOTAL	\$	\$	\$						
<p><i>List all First-Tier subcontractors. Disadvantaged Business Enterprises (DBE) regardless of tier, whether or not the firms were originally listed for your credit. If actual DBE utilization for base of work was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</i></p>												
<p>CONTRACTOR REPRESENTATIVES: _____ I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.</p>												
<p>CONTRACTOR REPRESENTATIVE'S SIGNATURE</p>								<p>BUSINESS PHONE NUMBER</p>		<p>DATE</p>		
<p>RESIDENT ENGINEER'S SIGNATURE</p>								<p>BUSINESS PHONE NUMBER</p>		<p>DATE</p>		

Cypr: Disadvantaged-Civilian contracts
Cypr: Disadvantaged-Agency contracts

Original - District Construction
Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Cypr: Business Enterprise Program
Cypr: District Local Assistance Engineer
Cypr: Local Agency file
Cypr: Resident Engineer

EXHIBIT 17-F
Local Assistance Procedures Manual
Final Report-Utilization of Disadvantaged Business Enterprises (DBE),
First-Tier Subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE COST PROPOSAL

Contract No. _____

Date _____

Consultant _____

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	_____	_____	_____ @ _____		\$ _____
Highway Engineer	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____
Bridge Engineer	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____
Technician	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____
Project Manager	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____
	_____	_____	_____ @ _____		\$ _____

Subtotal Direct Labor Costs \$ _____
 Anticipated Salary Increases \$ _____
 Total Direct Labor Costs \$ _____

Fringe Benefits

	Rate	Total
	_____ %	\$ _____
Total Fringe Benefits		\$ _____

Indirect Costs

Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____
Total Indirect Costs		\$ _____

FEE (Profit) \$ _____

OTHER COSTS

Travel Costs	\$ _____
Equipment and Supplies (Itemize)	\$ _____
Other Direct Costs (Itemize)	\$ _____
Total Other Costs	\$ _____

Subcontractor Costs (attach detailed cost estimate for each subcontractor) \$ _____

TOTAL COST \$ _____