

**County of Nevada
Information & General Services
Purchasing Division**



Request for Qualifications
For

On-Call Materials Testing and Construction Inspection Services

Date Issued: March 12, 2015

SOQ Submission Deadline:

April 17, 2015, 3:00 p.m. Pacific Time

Mail SOQ To:

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

Table of Contents

1. SUMMARY	2
2. CONTRACT AWARD SCHEDULE	3
3. GENERAL CONDITIONS	3
4. BACKGROUND	4
5. CONTENT AND FORMAT REQUIREMENTS	5
6. SELECTION PROCEDURES	6
7. INQUIRIES	8
ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)	9
ATTACHMENT B: COVER SHEET	21
Exhibit 10-A - A&E Consultant Audit Request Letter and Checklist	
Exhibit 10-B - Suggested Consultant Evaluation Sheet	
Exhibit 10-C - Consultant Contract Reviewers Checklist	
Exhibit 10-H - Sample Cost Proposal (Example #1)	
Exhibit 10-H - Sample Cost Proposal (Example #2)	
Exhibit 10-H - Sample Cost Proposal (Example #3)	
Exhibit 10-I - Notice to Proposers DBE Information	
Exhibit 10-K - Consultant Certification of Contract Costs and Financial Management System	
Exhibit 10-O1 - Consultant Proposal DBE Commitment	
Exhibit 10-O2 - Consultant Contract DBE Information	
Exhibit 10-Q - Disclosure of Lobbying Activities	
Exhibit 10-T - Panel Member Conflict of Interest and Confidentiality Statement	39

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 all interested providers for On-Call Materials Testing and Construction Inspection Services.

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.

Offerors are required to be duly licensed to perform civil engineering services in the State of California.

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 diana.wilburn@co.nevada.ca.us indicating On-Call Materials Testing and Construction Inspection Services - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – On-Call Materials Testing and Construction Inspection Services 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.

Questions or requests for clarification of this Request for Qualifications must be submitted in writing no later than the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFQ. Responses to questions will be published in an addendum after the questions submittal deadline has passed. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

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	March 12, 2015
Deadline for Questions	April 7, 2015
SOQ Submission Deadline	April 17, 2015
Final Selection Interviews (tentative)	May 4, 2015
Contract Approval (tentative)	June 9, 2015
Services to Begin (tentative)	July 1, 2015

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 offerer'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 vendors 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 AND DESCRIPTION OF SERVICES REQUIRED

Nevada County Department of Public Works has a 2015/2016 capital improvement program that includes roadway shoulder widening, pavement overlay, and other infrastructure construction projects. The program totals approximately \$2 million in construction.

Typically, County staff will inspect the projects, but materials testing is contracted to a consultant. The consultant testing services include soils testing, materials testing, compaction testing and any other applicable testing services as directed by the project engineer.

In addition to materials testing, the Consultants may be requested to provide on-call inspection or engineering support to address storm damage, landslide repairs, site stability review or other urgent support as may arise as a part of County construction and maintenance.

The project may be funded by a Federal program and are subject to the following State and Federal contract provisions (incorporated in Attachment B below):

- Notice to Bidders/Proposers Disadvantaged Business Enterprise Information (Exhibit 10-1)
- Standard Agreement for Subcontractor/DBE Participation (Exhibit 10-J)
- Local Agency Proposer DBE Commitment (Consultant Contract - Exhibit 10-O(1))
- Local Agency Proposer DBE Information (Consultant Contract - 10)(2)
- DBE Information - Good Faith Efforts 15-H
- Final Report-Utilization of DBE, First Tier Subcontractors (Exhibit 17-f)
- The DBE availability advisory percentage for this project is 0% percent.

The projects will also be subject to the following Federal Lobbying Restrictions, Title 31 U.S.C Section 1352 (incorporated in Attachment B below):

- Non-lobbying Certification for Federal-aid Contracts (Exhibit 10-P)

- Disclosure of Lobbying Activities, Standard Form - LLL and Instruction (Exhibit 10-Q)

5. 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:

5.1. 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.

5.2. Introductory Letter

Identify the office location or locations where the consultant and any sub-consultants will accomplish the work. Indicate the name of the firm submitting the SOQ, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should also 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.

5.3. 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. Specific experience with City, County, State or Federal projects and procedures should be also included. 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.

5.4. Project Approach

Describe and define in a specific, concise, and straightforward manner, the proposed approach to delivering the project described in this Request for Qualifications. The consultant's approach for ensuring communication with County staff is adequate and timely, and submittals are complete and on time should also be discussed. Describe issues which have arisen on previous similar projects and how the consultant addressed those issues.

5.5. Supporting Information

Supporting information may include graphs, charts, photos, resumes, references, etc., and is to the consultant's complete discretion. This section should also include an anticipated project schedule and estimated number of hours to complete each phase of the project (including subconsultant hours).

5.6. Applicable References

This section should describe work which is similar in scope and complexity to this project and which 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. This section should also include 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.

5.7. 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.

6. SELECTION PROCEDURES

Statements of Qualifications will be evaluated by a Selection Committee using the following evaluation criteria in accordance with Exhibit B of the Caltrans Local Assistance Procedures Manual.

Criteria	Maximum Points
Cover Sheet and Introductory Letter Attached*	n/a
Understanding of the work to be done	25
Experience with similar kinds of work	20
Quality of staff for work to be done	15
Capability of developing innovative or advanced techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated Technical Ability	10
TOTAL	100

* - Failure to include the cover sheet and Introductory Letter in **EACH** 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.

7. INQUIRIES

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

Diana Wilburn - Administrative Analyst
Nevada County Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1766
diana.wilburn@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Contractor's Name

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

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

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$xx,xxx
 (§3) **Contract Beginning Date:** 00/00/0000 **Contract Termination Date:** 00/00/0000
 (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u>X</u>	
(§7) Automobile Liability	(\$1,000,000) Personal Auto		<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	
	(\$1,000,000) Commercial Policy		<u>X</u>
(§8) Worker's Compensation	(\$1,000,000)	<u>X</u>	
(§9) Errors and Omissions	(\$2,000,000)	<u>X</u>	

LICENSES

Designate all required licenses:

(§14) California Civil Engineer License

NOTICE & IDENTIFICATION

(§26) **Contractor:** **County of Nevada:**
 950 Maidu Avenue
 Nevada City, California 95959
 Contact Person: Joshua Pack
 (530) 265-7059
 e-mail: joshua.pack@co.nevada.ca.us
 Org Code:

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

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

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

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

Time for Performance

3. **Contract Term:**

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

4. **Liquidated Damages:**

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

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

5. **Time of the Essence:**

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

Insurance

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

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

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

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

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

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

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

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

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

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

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) to the extent caused by the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the 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 SOQ 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 therefore, 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 therefore, 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.

CONTRACTOR:

COUNTY OF NEVADA:

Name: _____

Title: _____

Dated: _____

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____

Clerk of the Board

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 subconsultant's 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 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 Contract. 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:

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.

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.

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 N/A

35. Equipment Purchase:

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.

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:

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 representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Consultant must have a Division of Occupational Safety and Health (CAS-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

38. Confidentiality of Data:

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.

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.

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.

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.

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 un-appealable 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:

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 1299 and Title 2, California Administrative Code, Section 12990.

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:

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", 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.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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:

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 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.

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.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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 Expensing Local Agency, State or Federal Funds:

Consultant certifies to the best of his or her knowledge and belief that:

- a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of to any person for influencing or attempting to influence an officer or employee of any state or federal agency; am 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.
- b. 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 of 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.

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.

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 /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-A A&E Consultant Audit Request Letter and Checklist

(For Proposed A&E Consultant Contracts of \$1 Million or More)

[Attach this form to local agency cover letter for transmittal]

Department of Transportation
Audits and Investigations, MS 2
Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

Date: _____
Federal Project Number: _____
Project Description: _____

Dear External Audit Manager:

The following information is attached for proposed A&E consultant contract number _____ at a proposed cost of \$ _____, with [Consultant's Name, Address, Contact Name, Phone Number]:

1. ☐ Proposed contract between the local agency and the consultant.
2. ☐ Cost proposal(s) for prime consultant and subconsultant.
3. ☐ Names, mailing addresses, phone numbers, and email addresses for all subconsultants.
4. ☐ Name of local agency contact person, phone number, and e-mail address.
5. ☐ All that apply: Consultant generated Indirect Cost Rate(s) schedule prepared in accordance with applicable Code of Federal Regulations (CFRs) and/or Safe Harbor Indirect Cost Rate certification and supplemental questionnaire, see:
[DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts](#).
6. ☐ A completed Internal Control Questionnaire ([AASHTO Uniform Audit and Accounting Guide](#), Appendix B).
7. ☐ Exhibit 10-K *Consultant Certification of Contract Costs and Financial Management System*, completed for the prime and **all** subconsultants. If requesting to use the Safe Harbor Indirect Cost Rate see: [DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts](#).
8. *Include one of the following; if applicable:*
 - a. ☐ A copy of the prior fiscal year and most recently completed fiscal year Cognizant approved indirect cost rate(s) and approved State Department of Transportation letters for the consultant (must be provided if issued);
 - b. ☐ A copy of the prior fiscal year and most recently completed fiscal year Indirect Cost Rate(s) Schedule and audited report by an independent Certified Public Accountant (CPA). If a CPA-audited Indirect Cost Rate is available for the appropriate fiscal year (applicable one-year accounting period), then the consultant must use the Indirect Cost Rate(s), or lower (*see 23 CFR 172.7(b) for guidelines*), in the cost proposal.
 - c. ☐ A copy of the prior and most recently completed fiscal year Indirect Cost Rate(s) Evaluation or audit report on a prior Caltrans or local agency contract; and any other governmental agency report, review or attestation.
9. ☐ Check this box if the proposed cost (including amendments) is \$3.5M or more, in which case the Indirect Cost Rate provided by the prime consultant has been audited by a CPA. Forward the following documents to Caltrans Audits & Investigations:
 - a. ☐ A copy of the consultant's approved State DOT Cognizant Indirect Cost Rate(s) Schedule and Report (must be provided if issued), and the Cognizant Approved State DOT Cognizant Concurrent Letter (if issued); OR

- b. ☐ A CPA Audited Indirect Cost Rate Audit Report (if there is not an approved State DOT Cognizant Indirect Cost Rate); AND
- c. ☐ A copy of the CPA audited financial statements, if any.

[Local Agency Name] understands that any work with costs incurred prior to the approval of the “*Authorization to Proceed (E-76)*” is not eligible for federal fund reimbursement. [Local Agency Name] further understands that a Conformance Letter will be issued to us within 30 business days of your receipt of complete documentation.

If you need further information, please contact [Local Agency Contact Name] at:

[Phone # and email address].

Sincerely,

Signed _____

Title _____

Agency _____

Attachments: Proposed Contract, Cost Proposal(s), Certifications, Indirect Cost Rate Schedules and Reports and other supporting documentation

c: Caltrans District Local Assistance Engineer

Distribution: 1) Original – Caltrans Audits & Investigations
2) Copy – DLAE
3) Local Agency Project files

Exhibit 10-B Suggested Consultant Evaluation Sheet *

<u>Consultant/Firm Name:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

EvaluatorContract Office

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

*Notes:

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as locality preference or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of the criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted values must be identified in the RFP. If the RFP has different evaluation criteria or weighted values then the information above would have to be changed to match. The Contract Office is to initial and date in the space provided to verify that the criteria and weighted values used in the evaluation sheet are appropriate and that the sheet has been completed correctly.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

Distribution: Local Agency Project Files

Exhibit 10-C Consultant Contract Reviewers Checklist

Date: _____

Agency Name: _____

Federal or State Project Number: _____

Local Agency Contract Number: _____

Project Location: _____

Consultant Name: _____

Contract Begin and End Dates: _____ to _____

Contract Max Dollar Amount: \$ _____

I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW

Project File LocationTab No.

- | | | | |
|---|------------------------------|-----------------------------|-------|
| A. Description of need for consultant | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| B. Request For Proposal (RFP), or Request For Qualification (RFQ) documents | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| C. Records of Publication for RFP or RFQ | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| D. DBE Utilization Goal Setting (Exhibit 10-I) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| E. Records of Response to Solicitation | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| F. Independent cost estimates - documented | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| G. Conflict of Interest and Confidentiality statement of panel members (Exhibit 10-T) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| H. Evaluation criteria and Weights (Exhibit 10-B) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| I. Documentation of consultant selection (retain all original score sheets and final rankings) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| J. Plan to monitor work (Designated Contract Administrator) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| K. Audit and Review documents (Exhibit 10-K for contracts over \$150,000, and Exhibit 10-A for contracts over \$1M, or past audits) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |

II. CONSULTANT CONTRACT APPROVAL CHECKLIST (See Exhibit 10-R A&E Sample Contract Language)

For contracts over \$1M, document the resolution of all identified deficiencies in A&I Conformance Review Letter and obtain Caltrans DLAE concurrence.

Consultant Contract**Page No.****A. Introduction (See Exhibit 10-R, Article I)**

1. Date of Contract
2. Names, Address and Identifying Data of Agreeing Parties
3. Location and Description of Project
4. Name of Local Agency Contract Administrator
5. Name of Consultant Project Manager

☐ YES ☐ NO _____

B. Contract**1. Statement of Work (See Exhibit 10-R, Article II)**

Include description of work to be done by Consultant, including deliverables and delivery schedules, standards for design and other work, quality control measures, acceptance criteria, meetings and site visits, and professional license requirements. Each phase of the work should be described in detail, including engineering studies, preliminary and final design, environmental analysis and clearance documents (NEPA/CEQA), right of way, surveys, landscape architecture, geotechnical investigation, design support during construction, and construction management. This section should also include the description of work to be done by the local agency.

2. Consultant's Reports or Meetings (See Exhibit 10-R, Article III)**3. Mandatory Fiscal and Federal provisions (See Exhibit 10-R)**

☐ YES ☐ NO _____

1. Performance Period (begin and end date) (Article IV)
2. Allowable Costs and Payments (Article V)
3. Termination (Article VI)
4. Cost Principles and Administrative Requirements (Article VII)
5. Retention of Records/Audit (Article VIII)
6. Audit Review Procedures (Article IX)
7. Subcontracting (Article X)
8. Equipment Purchase (Article XI)
9. State Prevailing Wage Rates (Article XII)
10. Conflict of Interest (Article XIII)
11. Rebates, Kickbacks or other Unlawful Consideration (Article XIV)
12. Prohibition of Expending State or Federal Funds for Lobbying (Article XV)
13. Statement of Compliance (Article XVI)
14. Debarment and Suspension Certification (Article XVII)

4. Miscellaneous Provisions (See Exhibit 10-R)☐ YES ☐ NO _____

1. Funding Requirements (Article XVIII)
2. Change in Terms (Article XIX)
3. Disadvantaged Business Enterprises (DBE) Participation (Article XX)
4. Contingent Fee (Article XXI)
5. Disputes (Article XXII)
6. Inspection of Work (Article XXIII)
7. Safety (Article XXIV)
8. Insurance (Article XXV)
9. Ownership of Data (Article XXVI)
10. Claims Filed by LOCAL AGENCY's Construction Contractor (Article XXVII)
11. Confidentiality of Data (Article XXVIII)
12. National Labor Relations Board Certification (Article XXIX)
13. Evaluation of Consultant (Article XXX)
14. Retention of Funds (Article XXXI)
15. Notification (Article XXXII)
16. Contract (Article XXXIII)
17. Signatures (Article XXXIV)

List any provision that is not included in contract and reason for non-inclusion.

C. All findings in the Conformance Review Letter (for contracts over \$1M only) have been resolved, and a copy retained in project/contract file

☐ YES ☐ NO _____

D. Record of cost/profit negotiations

☐ YES ☐ NO _____

E. DBE Commitment (Exhibit 10-O1 and 10-O2), or GFE

☐ YES ☐ NO _____

F. Signatures

☐ YES ☐ NO _____

G. Cost Proposal – Final Cost proposal to be incorporated into contract

☐ YES ☐ NO _____

Local Agency Contract Administrator

Date

Distribution: 1) Copy - Caltrans DLAE within 30 days of Contract Award
2) Original copy for the Local Agency Project file

Exhibit 10-H Sample Cost Proposal (Example #1) PAGE 1 OF 2
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

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

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
 b) Anticipated Salary Increases (see page 2 for sample) \$ _____

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

FRINGE BENEFITS

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

INDIRECT COSTS

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

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____

FEE (Profit)

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

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____

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

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**
(Sample Calculations for Anticipated Salary Increases)

Consultant _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

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

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

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

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

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

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

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

NOTES:

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

Exhibit 10-H Sample Cost Proposal (Example #2)

PAGE 1 OF 2

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Note: Mark-ups are Not Allowed
Consultant or Subconsultant

Contract No. _____ Date _____

$$\begin{aligned} &\text{Fringe Benefit \%} + \text{Overhead \%} + \text{General Administration \%} = \text{Combined Indirect Cost Rate (ICR) \%} \\ & (= 0\% \text{ if Included in OH}) \quad (= 0\% \text{ if Included in OH}) \end{aligned}$$

FEE % = _____

BILLING INFORMATION

CALCULATION INFORMATION

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

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

NOTES:

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

Exhibit 10-H Sample Cost Proposal (Example #2) PAGE 2 OF 2Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS

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

IMPORTANT NOTES:

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

Exhibit 10-H Sample Cost Proposal (Example #3)Cost Per Unit of Work Contracts
(Geotechnical and Material testing)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

Page ____ of ____

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

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

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.

ODC items that would be considered "tools of the trade" are not reimbursable

Exhibit 10-I Notice to Proposers DBE Information

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$_____ and the number of states in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

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

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

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section***The Consultant shall:*

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

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

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
 17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
 19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
 20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
 21. **Date** - Enter the date the Local Agency Representative signs the form.
 22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
- (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 Consultant Contract DBE Information

(Inclusive of all DBEs listed at contract award. 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> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____ 23. Local Agency Representative Name (Print) _____ 24. Local Agency Representative Signature 25. Date _____ 26. Local Agency Representative Title 27. (Area Code) Tel. No.		13. Total Dollars Claimed \$ _____ 14. Total % Claimed _____ % <div style="background-color: #d3d3d3; height: 50px; margin: 10px 0;"></div> _____ 15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date 19. (Area Code) Tel. No.	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____ 28. DLAE Name (Print) 29. DLAE Signature 30. Date		_____ 15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date 19. (Area Code) Tel. No.	

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.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD 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 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – 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 subconsultants** – 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 subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 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", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing 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.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(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:

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

Exhibit 10-Q Disclosure of Lobbying Activities

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

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

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Exhibit 10-T Panel Member Conflict of Interest and Confidentiality Statement

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME: _____

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

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

49CFR 18.36(b)(3)

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

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

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

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

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

List firms including subconsultants/subcontractors:

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

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

CONTRACT ADMINISTRATOR'S REVIEW

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

☐ does not have a conflict of interest and can participate in the "Selection Panel"

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

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

Distribution: Original – Local Agency Consultant File