

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Kimley-Horn and Associates, Inc.

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

(§1) **Professional Engineering Services for the Roadway Safety Signing Audit Project Phase 2**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$290,420.96

(§3) **Contract Beginning Date:** 05/23/17 **Contract Termination Date:** 12/31/17

(§4) **Liquidated Damages:** n/a

INSURANCE POLICIES

Designate all required policies:

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

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

Civil Engineers License

NOTICE & IDENTIFICATION

(§26) **Contractor:**
Kimley-Horn and Associates, Inc.
555 Capitol Mall Suite 300
Sacramento, CA 95814
Contact Person: Matt Weir
()
e-mail: matt.weir@kimley-horn.com

County of Nevada:
950 Maidu Avenue
Nevada City, CA 95959

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

Contractor is a: (check all that apply)

Corporation:	<u>x</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 x No

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

ATTACHMENTS

Designate all required attachments:

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

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Prevailing Wage and Apprentices:

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

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

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

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

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

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

Miscellaneous

21. Books of Record and Audit Provision:

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

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

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

26. Notices:

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

27. Authority:

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

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

CONTRACTOR:

Name: _____
Title: _____

Dated: _____

COUNTY OF NEVADA:

Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

(Provided By Contractor)

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

Task 1: Project Initiation, Administration, and Data Collection

1.1 – Develop QA/QC Plan

Kimley-Horn will prepare and implement a project specific Quality Assurance/Quality Control (QA/QC) Plan that will outline QA/QC procedures for project deliverables, budgets, and schedules.

1.2 – Project Management and Meetings

This task includes general project administration, including management of project staff and subconsultants, quality control, and project accounting. This Scope of Service is anticipated to be completed over a period of 4 months.

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the County. The County shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- County collision data of sufficient detail to identify high accident, high priority locations
 - Identification of all fatal and severe injury collisions
- County speed survey data

1.2.1 – Kick-Off Meeting

Upon receipt of a Notice to Proceed, Kimley-Horn will coordinate and attend a project kick-off meeting with County staff. The primary purpose of this coordination step will be to confirm the County's expectations of the project, to identify and discuss critical issues, and to establish a mutually acceptable project schedule.

Kimley-Horn will participate in one additional face-to-face meeting with County staff. This meeting is anticipated to coincide with the draft report deliverable. Meeting participation includes preparation, coordination, attendance, and documentation.

1.3 – Field Review of Existing Signs

The Kimley-Horn team will perform the following activities to collect the existing field data necessary to complete this evaluation. These efforts are based on the following primary assumptions:

- Up to approximately 130-miles are included in this evaluation
 - Regulatory, Warning, and Guide signs are included (up to 2,800 total signs)
 - Street name signs are excluded
- Engineering and Traffic Studies to establish speed limits are not included
- Limited consideration for stopping and corner sight distance at roadway/driveway connections
- Limited consideration for stopping/passing sight distance analyses

The following are the anticipate data collection activities:

- *Site observations by registered engineer(s)*
The primary purpose of this effort will be observe existing conditions and data collected using other methods, and to perform a limited number of sight distance observations. A portion of this effort may be completed at night.
- *Sign inventory using Mobile LiDAR scanning*
Mounted to the bed of a pickup truck, the field vehicle will travel both lanes of the entire project area. This survey will enable the identification of sign attributes, as well as a rich data set that includes roadway conditions and features such as pavement conditions, lane widths, relative cross slopes, above ground utility locations, striping wear, etc. The following sign attributes will be collected and extracted from the mobile scan data:

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

1. GPS coordinates (CCS83, Zone 2) sub foot accuracy
 2. Sign type (CMUTCD designation or other specified by Nevada County)
 3. Sign colors (Foreground & Background)
 4. Sign category (per CMUTCD)
 5. Sign size (per CMUTCD standard specifications)
 6. Sign orientation using 8-point compass direction (of face of sign)
 7. Sign position as seen by traveling motorist
 8. Sign mount (post, multi-post, overhead, fence, other)
 9. Sign condition (bent, graffiti, holes, faded, etc)
 10. Sign photos (2 per sign: contextual & close-up) snapshots from mobile scan
 11. Post type
 12. Post number (quantity of posts for sign structure)
 13. Post shared with other signs (YES or NO)
 14. Post condition (good, bent, needs replacement, etc)
- *Horizontal curve evaluation using CARS electronic ball bank indicator system*
Rieker's Curve Advisory Reporting System (CARS) will be mounted to a survey vehicle to enable efficient collection of robust horizontal curve data.
 - *Retroreflectivity Data*
Our approach is to perform the retroreflectivity measurements once the initial sign assessment is complete. This unique approach comes from our experience on the other RSSA projects on which retroreflectivity data was obtained for a large number of signs that were ultimately either replaced or eliminated completely. As a result, we are able to focus this effort only on the signs that warrant evaluation to assess if the existing retroreflectivity satisfies MUTCD requirements. The findings of this assessment will be integrated with the aforementioned sign inventory and curve evaluations to facilitate a comprehensive database of sign and roadway attributes. Up to 1,500 signs are estimated in this effort.

Task 1 Deliverables: *Quality Assurance/Quality Control Plan*
 Kick-Off Meeting Agenda and Summary
 Electronic Sign Inventory (MS Excel)
 ESRI GIS Shapefile(s)

Task 2: Sign Evaluations and Recommendations

2.1 – New Sign Recommendations, Upgrades, and Relocations

Using the existing, readily available County collision and speed data (per Task 1), and based on field observations and review of the attributes collected in Task 1.3, the Kimley-Horn team will perform an evaluation of the existing signing along the subject corridors. This evaluation will be primarily based on current published standards, guidance, and requirements per the current edition of the *California Manual on Uniform Traffic Control Devices (CMUTCD)*, Caltrans' *Highway Design Manual*, and other applicable Nevada County and/or Caltrans documentation.

This focus of this evaluation will be prioritized as follows:

1. High accident locations as evident by the review of County collision data
2. Deficient locations as determined by field observations, visual evidence, and/or information provided by the County.
3. Locations with severe horizontal and/or vertical curvature

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

4. All others with a focus on uniform application of improvements and enhancements. Additional considerations include: application of guardrail, stopping/corner sight distance, and advance warning for high volume side streets.

Each sign will be evaluated based on its physical attributes (sign/post conditions, size, and retroreflectivity), lateral placement (proximity to edge of traveled way), and advance placement of particular horizontal and/or vertical roadway geometric conditions.

Kimley-Horn will prepare a *Draft RSSA Project Report* in which the following information will be included:

- Overview of existing conditions including field observations, sign inventory findings, horizontal curve data, roadway striping conditions, and retroreflectivity information.
- Prioritized list of improvements, including cost estimates, anticipated to include both relocations/modifications to existing conditions, and recommendations for new devices.
- Graphics/exhibits depicting existing conditions and recommended improvements.

The *Draft RSSA Project Report* will be submitted electronically (in PDF format) to the County for review and comment. Kimley-Horn will produce a *Final RSSA Project Report* based on one set of consolidated, non-conflicting comments received from the County on the Draft Report. We will prepare and submit an electronic (in PDF format) and up to four bound hard copies of the *Final Report*. The *Final Report* deliverable will also include a GIS layer in which the attributes of the corridors' signs are provided.

Task 2 Deliverables: *Draft RSSA Project Report (PDF format only)*
 Final RSSA Project Report (PDF and up to four hard copies)
 GIS shapefile reflecting attributes for the subject traffic devices

Task 3: Environmental

The following environmental scope of services has been developed based on the following key assumptions:

- CEQA compliance document will be prepared by County Staff.
- Supporting resource screening documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the Department and FHWA.
- One project design alternative is assessed through environmental review.

Our work program will be initiated with the kick-off meeting/discussion which will define the parameters of the analysis, scheduling and understanding of the project. The Kimley-Horn team will evaluate the necessary information with respect to the project. Project research will include coordination with appropriate County departments to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

3.1 – Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map

Environmental issues that may require further detailed study are documented in the PES for County / Caltrans concurrence prior to the initiation of the technical study work program. The Kimley-Horn team will draft a PES Form for County review with respect to the proposed project details. The County review PES Form will be submitted to Caltrans for review and approval. Kimley-Horn will be available for one site visit with Caltrans and the County to review the area and take comments on the PES Form. The Caltrans approved PES form will act as the work scope for the required NEPA compliance documentation.

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

The PES will emphasize that the RSSA Phase 2 Project can be divided into two components. Component 1 (placard replacement) would not result in environmental impacts so this portion of the project scope can be approved without additional screening and would not be discussed further. Since ground disturbance/excavation is required for Component 2 (sign post installation activities), an environmental evaluation process would be required for this portion of the project scope. The environmental review for Component 2 (signpost/sign installation) begin with a screening process, similar to the 2016 RSSA Project. If more information or studies are required, then a traditional environmental process will be conducted (see Optional Tasks) with full technical studies.

As part of this task, the Kimley-Horn team will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture in coordination with the County and Caltrans. Once the County has reviewed and approved the APE map, the APE Map will be submitted, with the PES Form, for Caltrans Professionally Qualified Staff (PQS) approval. The APE map will then provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed under technical screening approach.

3.2 – Technical Study Work Program

The screening will consist of a process to determine which proposed locations for sign post installation can be determined exempt from formal, environmental technical analysis with associated reports (e.g., exhaustive technical analyses and documentation [HPSR/ASR; NES; Phase I ISA; and Hazardous Waste Material Sampling]). This screening will rely on existing information that can easily be overlaid onto project exhibits (showing sign locations) through geographic information system (GIS) techniques. These data can then be analyzed by specialists followed by specific field spot checking (where necessary) to confirm that there is no potential for environmental impacts. The screening process will cover three key environmental resource areas: biological, cultural and hazardous materials.

The step-2 stage of evaluation would include further environmental study for proposed locations that cannot be approved for NEPA compliance through the step-1 screening process described above. This required additional study may include an HPSR/ASR, NES, Phase I ISA, and hazardous waste sampling in accordance with the Caltrans Environmental Handbook. NCDPW may determine that proposed sign locations requiring a step-2 stage of evaluation will be eliminated from the project scope if environmental evaluation costs become prohibitive. Cost Estimates addressing a contingency for technical study reports (Biology, Cultural and Hazardous Waste) could be prepared for a step-2 traditional technical report process if NCDPW includes non-screenable sign locations in the project scope. The scope of work excludes preparation of the NEPA/CEQA CE documents.

The outcome of the step-1 screening process will be one report which will include two master lists as well as Best Management Practices (BMPs) and any mitigation or avoidance measures to minimize impacts to the natural or human environment. Master List 1 will include signage locations that can be dismissed from further environmental analysis in all three of the resource areas identified above for both project components. Master List 2 will include those proposed signage locations that would require additional technical study beyond the screening process in one or more of the three areas (biology, cultural resources or hazardous materials) to determine potential environmental impacts. The list will specify for each location which of the three issue(s) require the additional level of study. The Preliminary Screening Report will be used to support preparation of a CEQA Categorical Exemption (CE) and a NEPA Categorical Exclusion (prepared by Caltrans District 03 [CatEx]).

Thus Kimley-Horn team has developed the following technical study work plan to satisfy the City and Caltrans environmental requirements (*budgets for the following tasks assume responses on two (2) consolidated sets of City / Caltrans review comments*).

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

Biological Resources

PAR, a subconsultant to Kimley-Horn, will perform the biological analysis in conjunction with PAR's GIS Specialist. Biological resources are identified as any natural component of the ecosystem that can support native plant and animal species as well as those species themselves. Impacts to specific resources for federally threatened, and/or endangered plants and/or animal species will trigger further evaluation and possible consultation under Section 7 of the Federal Endangered Species Act. Impacts to wetlands will require obtaining a Nationwide 404 permit from the US Army Corps of Engineers.

Several federally listed species and/or their habitat are known to occur within Nevada County. However, not all of them would have the potential to be impacted by this project. Those species that do have the potential to occur within the scope of this project and have the potential to be impacted include; valley elderberry long-horned beetle, vernal pool tadpole shrimp, vernal pool fairy shrimp, California red-legged frog, Sierra yellow-legged frog, Stebbins's morning-glory, Pine Hill flannelbush, and Layne's butterweed.

Evaluation of potential impacts from sign installation and/or relocation will include all ground disturbing work and any areas that would be used to access the signs by equipment.

In order to determine if potential impacts to any federally listed species meets the definition of a "no effects" call for the installation and/or relocation of these signs, the following evaluation is required:

- A qualified biologist will perform appropriate database research, including obtaining a USFWS Species List, and a database query for both CNDDDB and CNPS for all locations as identified as part of the project. The biologist will then eliminate sign locations from audit listing within areas that have the potential to impact listed or sensitive species and/or their habitat. These locations will be included in List 2 (see below) for further evaluation.
- A qualified biologist will then perform additional evaluation of the remaining locations using Google "street view" to determine areas where either further study would be required (List 2) or a "no effects" determination can be made List 1 (see below). A "no effects" determination can only be made if there will be no impacts to any federally listed species or their habitat.

Biological data organized by United States Geological Survey (USGS) quadrangle sheet are available for all Nevada County through the California Natural Diversity Data Base (CNDDDB). The California Native Plant Society (CNPS) is also a common and useful source used by botanists. These sources identify records of rare, threatened, and endangered species that can be compared against sign locations using GIS overlays. Beedy, E. C. and P. Brussard's 2002 *Nevada County Natural Resources Report: A Scientific Assessment of Watersheds and Ecosystems* is a key source for the area and will be reviewed.

PAR will use the above data and published literature (overlying biological data using GIS technology) in order to determine sensitive versus non-sensitive areas for the appearance of plants and animals that could be impacted by the project. Field inspections will be used as needed.

The outcome of the biological resource screening will be two lists; list 1 will include signage locations that can be dismissed from further environmental analysis with respect to biological resources (both Component 1 and Component 2) and list 2 will include those proposed signage

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Roadway Safety Signing Audit Project, Phase 2 Scope of Services

locations that would require additional technical study beyond the screening process to determine potential environmental impacts. Additionally, the biological screening will include recommendations for Best Management Practices and any mitigation or avoidance measures to minimize impacts to the environment.

Cultural Resources

PAR, a subconsultant to Kimley-Horn, will perform the cultural resources screening evaluation. Cultural resources are identified as archaeological (prehistoric or historic), architectural (built environment) and Native American (sacred lands, burials and landscapes) resources. It also includes properties that are listed on or eligible for the National Register of Historic Places and California Register of Historical Resources. Upon the verification that the locations meet all three of the following scenarios, it would be determined that the undertaking is exempt from further Section 106 review under Stipulation VII and Attachment 2 of the January 2014 First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of Federal-Aid Highway Program in California (PA).

- Existing sign locations are within cut/fill as determined by existing data generated during Kimley Horn's study, or by drive-by reconnaissance or Google Earth Street View. These locations would have negligible probability of supporting an intact prehistoric or historical archaeological site.
- Existing sign locations are not in a historic spot, or part of a listed California or National Register property as identified in key historical resources literature for Nevada County (i.e., Nevada County General Plan, updates; Historic Spots in California).
- Existing sign locations are not imbedded in natural rock used by Native Americans and that could be deemed part of a sacred site or prehistoric/ethnographic use area.

If these conditions are substantiated using existing data sources overlain onto aerial maps depicting sign locations (and spot checking if necessary), and the sign(s) to be replaced occur in their same location (i.e., using the existing excavated hole) or a new one immediately adjacent, then the sample would be deemed exempt from further environmental analysis as approved by Caltrans Professionally Qualified Staff, and upon completion of the appropriate documentation.

Cultural resources data, excluding formal record searches through the California Historical Resource Information System repositories, can be found in a variety of published and unpublished literature. PAR maintains a literature library with over 2,000 manuscripts (*90 reports that apply to Nevada County*) that pertain to project level inventories and evaluations in numerous California counties including Nevada County. In addition, several unpublished and published anthropological and historical sources are available that overlap Nevada County National Register listings that are available on line.

The cultural resources effort will be led by Mary L. Maniery (MA) who is certified by the Register of Professional Archaeologists and meets Secretary of Interior Professional Standards in archaeology, history and architectural history. The Kimley-Horn team will use the above data (overlying cultural data using GIS technology) to determine sensitive versus non-sensitive areas for the existence of archaeological sites, built environment resources and other Native American areas that could be impacted by the project. Field inspections will be used as needed.

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Roadway Safety Signing Audit Project, Phase 2 Scope of Services

The outcome of the cultural resource screening will be two lists; list 1 will include signage locations that can be cleared from further environmental analysis with respect to cultural resources because a finding of "No Potential to Affect" can be made [both Component 1 – (placard change only locations) and Component 2 (signage locations that will require new posts but have been determined to have "no potential to affect" through the screening process)] and List 2 will include those proposed signage locations that would require additional technical study beyond the screening process since there would be a potential to affect.

Based on the 2016 RSSA Project's environmental process, we assume that a formal record search for cultural resources will not be required by Caltrans for the RSSA Phase 2 Project environmental screening study. This data search was not required during the 2016 RSSA effort (thus a project cost savings); however, time has elapsed and changes in staff have occurred, therefore the possibility that subsequent fee to complete the records searches may be required.

Hazardous Materials

PAR, with assistance from Kimley-Horn, will prepare a Phase I Initial Site Assessment (ISA) Checklist and attached Hazardous Materials Memorandum (Memorandum) for the project. The ISA Checklist and Memorandum will be prepared to support the CEQA and NEPA environmental documents for the proposed project. The Memorandum will identify potential hazards and hazardous materials with recommendations/conclusions for any minimization/avoidance measures. Hazards and hazardous materials addressed in the Memorandum will include, but may not be limited to, naturally occurring asbestos, aerially deposited lead (ADL), petroleum contamination sites, old mining sites, and treated wood waste.

The Kimley-Horn team will utilize the industry's standard database provider, GeoSearch, in order to obtain the regulatory database information. The Kimley-Horn team will prepare a memorandum that discusses the GeoSearch database report and identifies the potential of environmental conditions within the project site as a result of the reported regulatory properties both on- and off-site, if any.

PAR will perform a site visit, which will consist of a windshield survey with stops in the approximate areas of new sign posts where the above data identified a sensitive location. The site visit includes examination of the project site for visual evidence of potential environmental concerns, as outlined in the ISA Checklist and the Caltrans SER.

The above record search and site visit will be used to determine sensitive versus non-sensitive areas regarding hazards and hazardous materials sites that could be impacted by the project. No subsurface investigations would occur for this ISA Checklist and Memorandum. PAR will document the findings within the ISA Checklist.

The outcome of the Memorandum will be two lists; list 1 will include signage locations that can be dismissed from further environmental analysis with respect to hazards and hazardous materials (both Component 1 and Component 2) and List 2 will include those proposed signage locations that potentially require additional technical study beyond the screening process to determine potential environmental impacts. Additionally, the Memorandum will include recommendations for BMPs and any mitigation or avoidance measures to minimize impacts to the environment that are proposed in the conclusions/recommendation portion of the Memorandum. Should Caltrans review the Hazardous Materials Memorandum and require a Formal Phase I Initial Site Assessment, Kimley-Horn can provide this analysis under a separate

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scope of work and fee. Should a Phase II Evaluation for List 2 locations be required, a Certified Industrial Hygienist, Hazardous Waste Engineer or Hazardous Waste Engineering Specialist would conduct this study, as needed.

Environmental Screening Document

Using existing data from the biological and cultural resources screening documents and the hazardous materials memorandum, in conjunction with GIS techniques, the Kimley-Horn team will document the probability of affecting these resources as they relate to construction workers' safety. The outcome of the screening process will be one report which will include two master lists as well as Best Management Practices and any mitigation or avoidance measures to minimize impacts to the natural or human environment. Master List 1 will include sign locations that can be dismissed from further environmental analysis in the three resource areas identified above (for both project Component I and Component II); Master List 2 will include those proposed signage locations that would require additional technical study beyond the screening process to determine potential environmental impacts to biological, cultural resources and/or hazardous material/waste issues. The list will specify for each location which of the three issue(s) require the additional level of study. NCDPW may choose to eliminate signage locations from Master List 2 from the project scope. The Environmental Screening Report will be used to support preparation of a CEQA Categorical Exemption (CE) and a NEPA Categorical Exclusion (CatEx).

Task 4: Bid Support (Optional)

Kimley-Horn will provide professional construction phase services as needed, and as specifically stated below.

Kimley-Horn shall not, during such meetings or as a result of such observations of Contractor's work in progress, supervise, direct, nor have control over Contractor's work. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the County a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Kimley-Horn is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The County agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the County and Kimley-Horn for all claims and liability arising out of job site accidents; and that the County and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

Requests for Information. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the County as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the County.

Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Construction changes and processing through governing agencies are excluded and shall be considered an additional service.

Exhibit "A"

Roadway Safety Signing Audit Project, Phase 2 Scope of Services

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 5: Cloud Hosted Scan Data (Optional)

The mobile LiDAR data that is collected for the extraction of signs can be placed into a web map for easy viewing by County staff and construction crews. The webmap is similar to a Google Map and Google Street View combined layout, allowing viewing of your location, as well as street level 360-degree views. In this web map, simple measurements can be made from the mobile LiDAR scan. The web-link format allows for this data to be accessed by anyone with an internet enabled device. Please see the link below for a demo version of what the product entails:

http://publisher.bpgdesigns.com/publications/bpg_demo/index.html

The cost for this optional task includes creation of the web map and two (2) years of hosting.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

Exhibit "B"

LABOR											
LABOR CATEGORY	KEY PERSONNEL	RATE	Task 1: Project Initiation, Admin, and Data Collection		Task 2: Sign Evaluations and Recommendations		Task 3: Environmental		TOTAL HOURS	TOTAL LABOR COST	
			HOURS	COST	HOURS	COST	HOURS	COST			
Project Manager:	Weir	\$214.03	30	\$6,420.90	60	\$12,841.58			90	\$19,262.48	
QA/QC	Houch	\$220.77	4	\$883.08	20	\$4,405.41			24	\$5,286.56	
Principal in Charge	Melvin	\$325.64	2	\$651.28	6	\$1,953.85			8	\$2,613.54	
Analyst	Chau, Gregerson, Ali	\$122.61	120	\$14,713.30	450	\$55,174.88			570	\$69,888.18	
Administrative Support	Burkin/Heng/Cudney/Gregorio	\$102.56	20	\$2,051.17	20	\$2,051.17			40	\$4,092.34	
Senior Environmental Planner	Grove	\$264.78						6	51,588.68	\$1,588.68	
Environmental Scientist	Riedl	\$194.47						50	\$9,723.75	\$9,723.75	
Graphics	Ramos/Saeurem	\$131.25						10	\$1,312.53	\$1,312.53	
			176	\$24,659.43	556	\$76,412.09	66	\$12,854.95	798	\$113,736.47	
		LABOR TOTAL								\$2,445.33	
		LABOR ESCALATION									
			TOTAL LABOR								\$316,181.80
SUBCONSULTANTS											
DESCRIPTION		UNIT COST	UNIT	COST	# HOURS	COST	UNIT	COST		TOTAL OTHER DIRECT COST	
	Bisnett	\$12,535.00									
	BPG	\$34,799.97	483	\$34,799.97	124	\$11,525.00				\$11,525.00	
	MITCo	\$46,237.19	292	\$46,237.19						\$46,237.19	
	PAR Environmental	\$77,157.00					382	\$77,157.00		\$77,157.00	
	OTHER DIRECT COSTS TOTAL			\$40,097.24		\$11,525.00		\$77,157.00		\$168,719.15	
			TOTAL SUBCONSULTANTS								\$469,749.15
OTHER DIRECT COSTS											
DESCRIPTION		UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST		TOTAL TRAVEL	
	Record Search	\$4,250.00						\$4,250.00		\$4,250.00	
	Vehicle Mileage	\$0.540	500	\$270.00						\$270.00	
	LABOR TOTAL			\$270.00				\$4,250.00		\$4,520.00	
			TOTAL OTHER DIRECT COSTS								\$4,520.00
COST by TASK			\$106,006.59		\$87,937.09		\$94,031.25		Total Cost	\$299,420.95	

EXHIBIT "C"

SCHEDULE OF CHANGES

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

2. Charges and Payments: Paragraph 2 of the contract is hereby amended to read:

- a. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal (**Exhibit B**), unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "h" shall not be exceeded, unless authorized by contract amendment.

- b. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$ 0. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- c. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- d. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- e. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 20 Termination.
- f. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- g. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Nevada, Department of Public Works
Attn: Patrick Perkins, Sr. Civil Engineer
950 Maidu Avenue
Nevada City, CA 95959

- h. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 290,420.96.

- i. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- j. All subcontracts in excess of \$25,000 shall contain the above provisions.

13. Assignment and Subcontracting: Paragraph 13 of the contract is hereby amended to read:

Nothing contained in this contract or otherwise, shall create any contractual relation between the County and any sub-consultant(s), and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its sub-consultant(s) is an independent obligation from the County's obligation to make payments to the Consultant.

The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

The Consultant shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to the Consultant by the County.

Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-consultants.

Any substitution of sub-consultant(s) must be approved in writing by the County's Contract Administrator prior to the start of work by the sub-consultant(s).

15. Prevailing Wage and Apprentices: Paragraph 15 of the contract is hereby amended to read:

The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

The County may terminate this contract with the Consultant should the Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. If the County terminates this contract with the Consultant, the County shall pay the Consultant the sum due to the Consultant under this contract prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due the Consultant under this contract and the balance, if any, shall be paid to the Consultant upon demand.

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.

The maximum amount for which the Government shall be liable if this contract is terminated is \$290,420.96 dollars.

21. Books of Record and Audit Provision: Paragraph 21 of the contract is hereby amended to read:

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

28. Audit Review Procedures:

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the County's Chief Financial Officer.

Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the County will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

29. Cost Principles And Administrative Requirements:

The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allow ability of individual items.

The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Consultant to the County.

CONSULTANT and sub-consultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by 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 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 work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

All subcontracts in excess of \$25,000 shall contain the above provisions.

30. Covenant Against Contingent Fees:

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

31. 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 County'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.

32. Disadvantaged Business Enterprise (DBE) Participation:

This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 23 %. Participation by DBE consultant or sub-consultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit 10-O1**), or in the Consultant Contract DBE Information (**Exhibit 10-O2**) attached hereto and incorporated as part of the Contract. If a DBE sub-consultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE sub-consultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

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

A DBE firm may be terminated only with prior written approval from the County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the County consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Sub-consultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by the Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Sub-consultants" is submitted to the Contract Administrator.

If a DBE sub-consultant is decertified during the life of the contract, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Contract, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the County's Contract Administrator within 30 days.

33. Equipment Purchase:

Prior authorization in writing, by the County's Contract Administrator shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or the Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "the Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the County procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

34. Inspection of Work:

Consultant and any sub-consultant 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.

35. 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.

36. 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.

All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the County.

37. 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.

38. 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.

39. 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 12990 and Title 2, California Administrative Code, Section 12990.

During the performance of this Contract, Consultant and its sub-consultants 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 sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants 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 sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

40. 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.

41. Conflict of Interest:

The Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing the County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing the County construction project, which will follow.

The 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.

The Consultant hereby certifies that neither the Consultant, nor any firm affiliated with the 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 sub-consultants 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.

42. Rebates, Kickbacks or Other Unlawful Consideration:

The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the 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.

43. 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; an Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 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.

44. Funding Requirements:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only, if sufficient funds are made available to the County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County governing board that may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

The County has the option to void the contract under the 30-day termination clause pursuant to Section 20 or by mutual agreement to amend the contract to reflect any reduction of funds.

45. Change In Terms:

This contract may be amended or modified only by mutual written agreement of the parties.

The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the County's Contract Administrator.

There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the County's Contract Administrator. Failure to gain County approval prior to project team changes could result in contract termination.

46. Ownership Of Data:

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the County; and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the County of the machine-readable information and data provided by the Consultant under this contract; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the Consultant.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

The County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

47. Claims Filed By Local Agency's Construction Contractor:

If claims are filed by the County's construction contractor relating to work performed by the Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; the Consultant agrees to make its personnel available for consultation with the County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

The Consultant's personnel that the County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this contract.

Services of the Consultant's personnel in connection with the County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

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

48. Retention Of Funds:

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or sub-consultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

49. Consultant's Reports Or Meetings:

The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the County's Contract Administrator or Project Coordinator to determine, if the Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

The Consultant's Project Manager shall meet with the County's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

50. Performance Period:

The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Approved:

County Counsel

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Consultant Kimley-Horn and Associates, Inc. Contract No. RSSA - Phase 2 Date 3/13/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Matthew Weir	90	\$65.88	\$ 5,929.20
QA/QC	Sean Houck	24	\$67.80	\$ 1,627.20
Principal in Charge	Enda Melvin	8	\$100.48	\$ 803.84
Environmental Scientist	Christa Redd	50	\$59.86	\$ 2,993.00
Sr. Env. Planner	Bruce Grove	6	\$81.50	\$ 489.00
Analyst	Elizabeth Chau	570	\$37.74	\$ 21,511.80
Graphics	Patrick Ramos	10	\$40.40	\$ 404.00
Admin. Support	Brad Bufkin	40	\$31.26	\$ 1,250.40

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 35,008.44

b) Anticipated Salary Increases

\$ 752.68 (see Escalation Calc attached)

c) Total Direct Labor Costs [(a) + (b)] \$ 35,761.12

FRINGE BENEFITS

d) Fringe Benefits

Rate: 41.86%

e) Total Fringe Benefits [(c) x (d)] \$ 14,969.61

INDIRECT COSTS

f) FCCM

Rate: 0.57%g) Overhead [(c) x (f)] \$203.84

h) General and Administrative

Rate: 152.97%i) Gen & Admin [(c) x (h)] \$54,703.79j) Total Indirect Costs [(g) + (i)] \$54,907.63**FEE (Profit)**q) Rate: 10.00%

k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ 10,543.45

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)

\$ 270.00

m) Equipment Rental and Supplies (itemize)

\$ -

n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.

\$ 4,250.00

o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ 169,719.16

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 174,239.16

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 290,420.96**OTHER DIRECT COSTS ITEMIZATION**

Mileage (\$0.54/mile x 500)

\$ 270.00

Record Search

\$ 4,250.00

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. RSSA - Phase 2 Date 3/13/2017

1. Calculate average hourly rate for 1st Period 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
\$ 35,008.44 /	798 =	\$43.87	Period 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Period 1	\$43.87	+	5%	=	\$46.06 Period 2 Avg Hourly Rate
Period 2	\$46.06	+	5%	=	\$48.37 Period 3 Avg Hourly Rate
Period 3	\$48.37	+	5%	=	\$50.79 Period 4 Avg Hourly Rate
Period 4	\$50.79	+	5%	=	\$53.32 Period 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	57.00%	*	798	=	454.86	Estimated Hours Period 1
Period 2	43.00%	*	798	=	343.14	Estimated Hours Period 2
Period 3	0.00%	*	798	=	0	Estimated Hours Period 3
Period 4	0.00%	*	798	=	0	Estimated Hours Period 4
Period 5	0.00%	*	798	=	0	Estimated Hours Period 5
Total	100%		Total	=	798	

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 Period	
Period 1	\$43.87	*	454.86	=	\$19,954.81	Estimated Hours Period 1
Period 2	\$46.06	*	343.14	=	\$15,806.31	Estimated Hours Period 2
Period 3	\$48.37	*	0	=	\$0.00	Estimated Hours Period 3
Period 4	\$50.79	*	0	=	\$0.00	Estimated Hours Period 4
Period 5	\$53.32	*	0	=	\$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	\$35,761.12	
Direct Labor Subtotal before escalation	=	\$35,008.44	
Estimated total of Direct Labor Salary Increase	=	\$752.68	Transfer to Page 1

Period 1 = Contract inception through 6/30/17 Period 2 = 7/1/17 through 6/30/18 Period 3 = 7/1/18 through 6/30/19
 Period 4 = 7/1/19 through 6/30/20 Period 5 = 7/1/20 through 6/30/21

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Consultant Mark Thomas & Company Contract No. Roadway Safety and Signing Date 3/6/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager III	Matt Stringer	32	\$72.66	\$ 2,325.12
Surveyor	Erik Keethe	160	\$34.00	\$ 5,440.00
Project Surveyor I	Ryan Michalak	24	\$48.00	\$ 1,152.00
Lead Survey Technician	Chris Davis	4	\$42.00	\$ 168.00
Survey Technician	Sergio Bowser	120	\$24.00	\$ 2,880.00
Administrative II	Shelby Navarro	16	\$17.85	\$ 285.60
Project Coordinator	Felicia Jimenez	20	\$27.00	\$ 540.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 12,790.72

b) Anticipated Salary Increases

\$ - (see Escalation Calc attached)

c) **Total Direct Labor Costs [(a) + (b)]** \$ 12,790.72**FRINGE BENEFITS**d) Fringe Benefits Rate: 72.27%e) **Total Fringe Benefits [(c) x (d)]** \$ 9,243.85**INDIRECT COSTS**f) Overhead Rate: 87.06%

g) Overhead [(c) x (f)] \$11,135.60

h) General and Administrative Rate: 0.00%

i) Gen & Admin [(c) x (h)] \$0.00

j) **Total Indirect Costs [(g) + (i)]** \$ 11,135.60**FEE (Profit)**q) Rate: 10.00%k) **TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q)** \$ 3,317.02**OTHER DIRECT COSTS (ODC)**

l) Travel/Mileage Costs (supported by consultant actual costs)

\$ -

m) Equipment Rental and Supplies (itemize)

\$ 9,750.00

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)

\$ 46,324.97

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ 56,074.97**TOTAL COST [(c) + (e) + (j) + (k) + (p)]** \$ 92,562.16**OTHER DIRECT COSTS (ODC) ITEMIZATION****Equipment Rental and Supplies**

Rieker	\$ 9,750.00
Total	\$ 9,750.00

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Consultant BPG Designs, LLC Contract No. RFP#240.5752 004 Date 2/3/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Mapping Specialist III	Cameron Perry	90	\$35.00	\$ 3,150.00
Mapping Specialist II	Juan Solano	215	\$28.85	\$ 6,202.75
Mapping Specialist I	Nathan Wasserman	149	\$17.00	\$ 2,533.00
Project Manager	Brian Reed	4	\$40.87	\$ 163.48
		458		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 12,049.23

b) Anticipated Salary Increases

\$ - (see Escalation Calc attached)

c) Total Direct Labor Costs [(a) + (b)] \$ 12,049.23

FRINGE BENEFITSd) Fringe Benefits Rate: 30.50%

e) Total Fringe Benefits [(c) x (d)] \$ 3,675.02

INDIRECT COSTSf) Overhead Rate: 115.00%

g) Overhead [(c) x (f)] \$13,856.61

h) General and Administrative Rate: 0.00%

i) Gen & Admin [(c) x (h)] \$0.00

j) Total Indirect Costs [(g) + (i)] \$ 13,856.61

FEE (Profit)q) Rate: 8.00%

k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ 2,366.47

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)

\$ 2,852.64

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)] \$ 2,852.64

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 34,799.97**OTHER DIRECT COSTS (ODC) ITEMIZATION**

Travel/Mileage Costs	Cost
Hotel (5 Days 2 people)	\$ 937.50
Milage (2191 @ \$0.575)	\$ 1,183.14
Per Diem (12 days @ \$61)	\$ 732.00
Total	\$ 2,852.64

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Consultant PAR ENVIRONMENTAL SVS, INC Contract No. _____ Date 3-10-2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Maniery, M.L.	28	\$59.50	\$ 1,666.00
Project Manager	Maniery, J.G.	176	\$56.50	\$ 9,944.00
Sr. Planner	Mihm, T.	32	\$40.00	\$ 1,280.00
Sr. Historian	Baker, C.	8	\$33.95	\$ 271.60
GIS/Graphics	Rankin, A.	160	\$24.83	\$ 3,972.80
Archaeologist III	Maniery, A.E.	80	\$24.83	\$ 1,986.40
Archaeologist II	Allen, J.	136	\$22.93	\$ 3,118.48
Sr. Admin. Asst.	O'Connor, J.	20	\$25.00	\$ 500.00

a) Subtotal Direct Labor Costs \$ 22,739.28
b) Anticipated Salary Increases \$ - (see Escalation Calc attached)
c) **Total Direct Labor Costs [(a) + (b)]** \$ 22,739.28

FRINGE BENEFITS

d) Fringe Benefits Rate: 25.20% e) **Total Fringe Benefits [(c) x (d)]** \$ 5,730.30

INDIRECT COSTS

f) Overhead Rate: 100.00% g) Overhead [(c) x (f)] \$22,739.28
h) General and Administrative Rate: 32.00% i) Gen & Admin [(c) x (h)] \$7,276.57
j) **Total Indirect Costs [(g) + (i)]** \$ 30,015.85

FEE (Profit)

q) Rate: 10.00% k) **TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q)** \$ 5,848.54

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 1,663.00
m) Equipment Rental and Supplies (itemize) \$ 110.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ 1,050.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ 10,000.00
p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$ 12,823.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 77,157

OTHER DIRECT COSTS (ODC) ITEMIZATION

Travel/Mileage Costs		Cost
Mileage @ \$0.535/mile		\$ 963.00
Meals & Lodging		\$ 700.00
Total		\$ 1,663.00
Equipment Rental and Supplies		
GPS Daily Fee (2 days @ \$55/day)		\$ 110.00
Total		\$ 110.00
Permit Fees, Plan Sheets, Test Holes, Etc.		
CNDDB Biology Record Search @ \$150/quad		\$ 1,050.00
Total		\$ 1,050.00

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Consultant Beedy Environmental Consulting Contract No. _____ Date 3-10-2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Edward "Ted" Beedy	47	\$105.00	\$ 4,935.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,935.00
 b) Anticipated Salary Increases \$ - (see Escalation Calc attached)
 c) **Total Direct Labor Costs [(a) + (b)]** \$ 4,935.00

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% e) **Total Fringe Benefits [(c) x (d)]** \$ -

INDIRECT COSTS

f) Overhead Rate: 0.00% g) Overhead [(c) x (f)] \$0.00
 h) General and Administrative Rate: 0.00% i) Gen & Admin [(c) x (h)] \$0.00
 j) **Total Indirect Costs [(g) + (i)]** \$ -

FEE (Profit)

q) Rate: 0.00% k) **TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q)** \$ -

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 65.00
 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)]** \$ 65.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 5,000.00

OTHER DIRECT COSTS (ODC) ITEMIZATION

Travel/Mileage Costs	Cost
Mileage @ \$0.535/mile	\$ 65.00
Total	\$ 65.00

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Consultant Geobotanical Phemoenology Contract No. _____ Date 3-10-2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Virginia Dains	54	\$90.00	\$ 4,860.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,860.00
 b) Anticipated Salary Increases \$ - (see Escalation Calc attached)
 c) **Total Direct Labor Costs [(a) + (b)]** \$ 4,860.00

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% e) **Total Fringe Benefits [(c) x (d)]** \$ -

INDIRECT COSTS

f) Overhead Rate: 0.00% g) Overhead [(c) x (f)] \$0.00
 h) General and Administrative Rate: 0.00% i) Gen & Admin [(c) x (h)] \$0.00
 j) **Total Indirect Costs [(g) + (i)]** \$ -

FEE (Profit)

q) Rate: 0.00% k) **TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q)** \$ -

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 140.00
 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)]** \$ 140.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 5,000.00

OTHER DIRECT COSTS (ODC) ITEMIZATION

Travel/Mileage Costs	Cost
Mileage @ \$0.535/mile	\$ 140.00
Total	\$ 140.00

Exhibit 10-I Notice to Proposers DBE Information

The Agency has established a DBE goal for this Contract of 23 %

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 10-01 *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 10-02 *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.

Exhibit 10-O1 Consultant Proposal DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: 23%

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

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

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

Exhibit 10-O2 Consultant Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: 23%

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

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

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

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

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

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

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

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

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:

- ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

- ☐ a. initial
☐ b. material change

For Material Change Only:

year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ 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)

\$ _____ ☐ actual ☐ Planned

14. Type of Payment (check all that apply)

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

13. Form of Payment (check all that apply):

- ☐ a. cash
☐ 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 ☐ No ☐

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

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Exhibit 10-U Consultant in Management Position Conflict of Interest and Confidentiality Statement

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME: _____

APPLICABILITY: Applicable to local agency consultants in management positions.

- ☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- ☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- ☐ I hereby certify as follows:
1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
 2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
 3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
 4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- ☐ I certify that I have read **23 CFR 172.7(b)(4)(i)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State 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.

23 CFR 172.7(b)(4)(i)

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

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- ☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.
- ☐ I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: _____ Signed: _____
Name: _____
Title: _____
Dept./Local Agency: _____
Employer: _____

REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION

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

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

Date: _____ Signed: _____
Name: _____
Title: _____
Dept./Local Agency: _____
Employer: _____

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

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

- ☐ Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.
-

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- ☐ Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.
- ☐ The consultant's time is not considered eligible for either Federal or State reimbursement.
- ☐ The local agency is not considered eligible for either Federal or State reimbursement.

Date: _____

(DLAE) Signed: _____

Name: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project2) Copy to be returned to Local Agency by DLAE with signature