

REQUEST FOR PROPOSALS



RIGHT-OF-WAY SERVICES

FOR

COUNTY ROAD 200A BRIDGE REPLACEMENT PROJECT
FEDERAL AID NO. BHLO-5911(031)

**COUNTY OF GLENN
PUBLIC WORKS AGENCY
NOTICE OF REQUEST FOR PROPOSALS
TO PROVIDERIGHT OF WAY SERVICES
FOR**

**County Road 200A Bridge Replacement Project
Federal Aid Project No.: BHLO-5911(031)**

The Glenn County Public Works Agency (County) invites a Statement of Qualifications (SOQ) and associated fee proposal from qualified consultants to provide right-of-way acquisition services for the above-referenced federal-aid project.

The SOQ and fee proposal should be sent to the following address:

Glenn County Public Works Agency
Attention: Katie Murray
PO Box 1070 / 777 North Colusa Street
Willows, CA 95988

The SOQ and fee proposal must be submitted by 4:00 pm on Wednesday, June 3, 2020.

The work to be done consists of appraisal, appraisal review, acquisition/negotiation, and detailed title search on a federal aid bridge replacement project in Glenn County, California. Requested services are to be completed in accordance with the requirements outlined in Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM) and in the Caltrans "Right of Way Manual."

Please note that the County is seeking consultants who are able to perform and coordinate all of the above mentioned right-of-way acquisition tasks.

The County of Glenn affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation. There is no DBE contract goal for this scope of work.

A copy of this RFQ can be obtained online at <http://www.countyofglenn.net/govt/bids>. Printed copies can be obtained at the Public Works Agency; please call ahead to schedule an appointment if wishing to pick up a hard copy.

Technical questions should be emailed to Katie Murray at engineer@countyofglenn.net. Only emailed requests will receive a response.

Glenn County reserves the right to reject any or all SOQ's received and to waive any minor defect or irregularity in the SOQ.

SECTION I

A. INTRODUCTION

Glenn County is located approximately halfway between Sacramento and Redding in Northern California, with a population of 28,017. Land use is largely agricultural with the Coastal Range to the west, the Interstate 5 corridor bisecting the county north and south, and the Sacramento River generally bordering the east side of the County.

The County intends to contract with a qualified professional consultant to provide real property appraisal, appraisal review, acquisition, and detailed title search related to the acquisition of right-of-way for the County Road 200A Bridge Replacement Project. Legal possession of the required right-of-way for this project will need to take place prior to construction. Additionally, this is a federal-aid project subject to Caltrans' right-of-way acquisition procedures and oversight.

B. PROJECT DESCRIPTION

Glenn County Public Works Agency proposes to replace the existing bridge (No. 11C-0245) on County Road 200A, spanning Stony Creek, with a wider concrete bridge to improve roadway safety. The existing bridge, built in 1960, would be replaced by a new bridge measuring approximately 500 feet long and 32 feet 8 inches wide. The existing bridge is located approximately 13 miles west of Orland in Glenn County, California. The proposed project is being funded by Local Highway Bridge Program funds administered by the California Department of Transportation (Caltrans).

The total area of potential effect (APE) is approximately 6 acres; see Attachment D for the APE drawing. The new bridge will be constructed immediately downstream of the existing structure, which is located at the following longitude and latitude: 39°43'54.19" N, 122°24'49.54" W.

The Project area impacts two separate properties, each with a unique owner. The Glenn County Assessor Parcel Numbers associated with the adjacent properties are: 027-100-014 and 027-100-013. A combination of temporary construction easements and permanent easements or in-fee right of takes are anticipated. All temporary construction easement areas will be restored to pre-Project condition following Project completion.

C. SCOPE OF WORK

The County seeks a qualified consultant to perform the following tasks for the Project; other tasks required to complete the appraisal and acquisition effort should be addressed in the Statement of Qualifications to the County. In addition, the SOQ should address how 49 CFR 24.102(c) (2) may affect the process as the anticipated value of each of the proposed valuations is less than \$10,000.

Task 1: Real Property Appraiser

Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), the Caltrans Right-of-Way Manual, and all applicable laws and regulations.

Each subject property appraisal will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners, per Caltrans requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Although there is no known local opposition to the Project and eminent domain is not expected, appraisers shall be available for support for any County eminent domain litigation, including, but not limited to: preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant’s property valuation information; preparation for, attendance, and testimony at deposition mediation; and trial proceedings as required. Please note: your proposal should address how you would charge the County for this type of work.

Real Property Appraiser responsibilities under the Uniform Act:

- Property owner must be notified in writing of County’s decision to appraise;
- Property owner or designee must be given opportunity to accompany appraiser during property inspection;
- Sending Title VI information;
- Diary entry of notifications and contacts. Appraisal to contain minimum recognized standards for public acquisition;
- Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc; and
- All appraisals must contain Appraiser and Review Appraiser Certificates.

Real Property Appraiser minimum qualifications:

Consultants For Real Property Appraiser Services must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual:

- Possess appropriate appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required:
 - a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000.
 - b) Certified Residential for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.
 - c) Certified General for all real estate without regard to transaction value or complexity.
- Minimum two (2) years’ experience in appraisal of rights for eminent domain purposes;
- Successful completion of a course in appraisal of partial acquisitions for public agencies;

- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization;
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization; and
- Specific knowledge and experience appropriate for the type of assignment.

Task 2: Review Appraiser

The review appraiser is responsible for the preparation of independent and objective written reviews of the Real Property Appraiser consultant's reports. Reviews will be completed in the form of a Review Appraiser Certificate (Exhibit 7-EX-24D of the Caltrans Right-of-Way Manual) for each subject property appraisal in order to ensure appraisal quality and procedure. All reviews will adhere to professional standards, USPAP, the Caltrans Right-of-Way Manual, and all applicable laws and regulations. The Review Appraiser will recommend approval of the reported values to the Public Works Agency to govern negotiation and settlement. The Review Appraiser must not be the same individual as the initial property appraiser.

Review Appraiser responsibilities under the Uniform Act:

- Confirmation of analysis of highest and best use, damages, and cost to cure damages;
- Confirmation of valuation;
- Confirmation of calculations and report integrity; and
- Preparation of signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

Review Appraiser Consultants must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual:

- Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and non-residential property with a transaction value up to \$250,000; or
- Certified General License for all real estate without regard to transaction value or complexity;
- Minimum two (2) years' experience in reviewing appraisals for eminent domain purposes;
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by a recognized organization; and
- Specific knowledge and experience appropriate for the type of project described.

Task 3: Acquisition Specialist

Acquisition Specialist is responsible for: "good faith negotiations" with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards, the Caltrans Right-of-Way Manual, and all applicable laws and regulations; preparation of all written correspondence and

applicable forms; utilization of the County's standard purchase agreement; coordination with County staff; performance of notary services related to the signing of acquisition documents; escrow coordination with County's selected title company; assisting County with right-of-way certification and completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

Acquisition Specialist responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations;
- Expeditious acquisition within 30 days of approved appraisal;
- First written offer should be presented in person when possible;
- Payment is required before taking possession unless date of possession clause is used in contract;
- Preparation of Administrative Settlements when it is reasonable and in the public interest; and
- Diary entries including confirmation of Title VI information delivery.

Other Conditions:

- Caltrans requires that a copy of the appraisal report shall be provided to the owner with the first written offer; a summary statement (basis for the appraisal) is optional in this case;
- Owner to be given reasonable time to consider offering and present material relevant to value determination; and
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.);

Acquisition Specialist Consultants must meet the following minimum qualifications, in accordance with the Caltrans Right-of-Way Manual:

- Possession of Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate. All Right-of-Way Contracts must be approved for content and signed or initialed by the Real Estate Broker;
- Minimum two (2) years' experience in the acquisition of rights for eminent domain purposes;
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by a recognized organizations.
- Maintain a complete file on each parcel.

SECTION II

A. CONTRACT REQUIREMENTS

The top-ranked Consultant will receive written notification of the selection. Negotiations for contract agreement and payment will commence after notification. The final contract will need to be approved as to form by County of Glenn's Counsel and an authorized representative of the Consultant. A sample agreement has been attached to this RFP for reference (Attachment A). The Consultant shall adhere to the provisions of this agreement. The Consultant shall advise the County in the SOQ of any provisions for which they have alternative wording, or any provisions which they cannot accept.

The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs any work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

Prevailing wages will apply if the services to be performed will involve land surveying - such as flag persons, survey party chief, rodman or chainman; materials sampling and testing - such as drill rig operators, pile driving, crane operators; inspection work; soils or foundation investigation; environmental hazardous materials; and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

- DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

B. SUBMITTAL CONTENTS

Due Date	June 3, 2020
Required Copies	One (1) hard copy and one (1) electronic version, in PDF format
Submit To	Glenn County Public Works Agency 777 N. Colusa Street / PO BOX 1070 Willows, CA 95988 Attention: Katie Murray
Submittal Identification	The submittal package shall be clearly marked "Statement of Qualifications to Provide Right-of-Way Services for County Road 200A Bridge Replacement Project"

These guidelines are provided for standardizing the preparation and submission of the SOQ by all Consultants for professional services. The intent of these guidelines is to assist

Consultants in the preparation of their submittal, to simplify the review process by the County of Glenn, and to provide standards for the evaluation of all SOQ.

Submittals shall be a maximum of thirty (30) single-sided or fifteen (15) double-sided bound pages, including the introductory letter and resumes. Paper size shall be Letter (8.5" x 11") and a minimum font size of 11 shall be utilized. Required Caltrans LAPM exhibits do not count towards the page count.

Statements of Qualifications shall contain the following information in the order listed:

1. Introductory Letter

The Introductory (or transmittal) letter shall be addressed to:

Katie Murray
Glenn County Public Works Agency
777 N. Colusa Street
Willows, CA 95988

The introductory letter shall include the Consultant's primary contact name, mailing address, telephone number, facsimile number, and email address. The letter shall address the Consultant's understanding of the project and any other information deemed pertinent by the Consultant.

The letter should also indicate any conflicts or non-acceptability of the terms and conditions of the contract agreement, which is attached to this RFP. Proposed deviations and modifications to the contract agreement should be clearly noted and supporting reasons provided.

Changes to the agreement will not be considered by the County of Glenn once the consultant selection has been completed.

2. Office Location Where Work will be performed

Include the office(s) where work will be conducted by the Consultant and subconsultant(s).

3. Qualifications and Experience

Identify key staff and subconsultants proposed for the project team and their availability. Describe the responsibilities of the staff and extent of involvement with the project. Any changes in key personnel and subconsultants after the award of contract must be requested in writing, and approved by the County of Glenn before the change is made. Three (3) references are to be listed for each subconsultant. References may be contacted as part of the selection process.

The SOQ must clearly describe the Consultant's ability for undertaking and performing the scope of work. It must list projects of similar work performed by the proposed project team. These projects must illustrate the quality and past performances of the project team. A discussion of challenges faced, and solutions

developed by the team are recommended. Contact names and current telephone numbers are to be provided for each referenced project. The projects listed should include the names of staff and other team members involved in the work.

Supportive information and references in support of the Consultant's qualifications may include graphs, organizational charts, photographs, resumes, etc., and is at the Consultant's discretion.

The Consultant is reminded that their SOQ should be specific and concise.

4. Work Plan and Project Schedule

The SOQ shall address the services listed in this RFP and other services which the Consultant believes are applicable to the Project. Functions carried out by subconsultants should be clearly indicated.

The submittal shall include a Work Plan which clearly identifies the tasks, benchmarks, and time required for each segment and phase of the work. Federal aid project no. BHLO-5911(031) began in 2004, and to date has received three time-extension requests from the FHWA. To that end, it is imperative to make the first parcel acquisition in an expeditious manner.

5. Federal and State Requirements

Consultant and subconsultants must meet all federal and state requirements as may be applicable. The Consultant should address such requirements in the SOQ.

6. Supporting Information

The Consultant may include resumes, brochures, and other supporting information in this section.

7. Fee Proposal

The Consultant shall provide a fee proposal with an estimated budget for each of the tasks included in the Scope of Work. Each task budget will include labor and expenses, including subconsultant costs. Labor budgets will be computed by multiplying the planned labor hours by the billing rates of each staff member or labor classification.

The fee proposal shall depict the tasks in the left column and each of the labor classifications, rates, expenses, and subconsultant costs in the top row. Total task budgets and the total fee shall be shown in the right column. Examples from LAPM Exhibit 10-H are attached to this RFQ for your use, see Attachment B. The fee proposal must identify all key employees and/or classifications. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be disallowed at County's sole discretion. The fee proposal shall include a completed contract cost.

8. Caltrans LAPM exhibits

To be completed by all bidders:

- *Exhibit 10-O1 Consultant Proposal DBE Commitment*
- *Exhibit 10-H Sample Cost Proposal*

SECTION III

A. EVALUATION CRITERIA

The SOQ and fee proposal to provide right-of-way services submitted in response to this Request for Proposals will be used as a basis for selecting the Consultant for this Project. The SOQ and fee proposal will be evaluated and ranked according to the criteria provided in Exhibit 10-B of the LAPM; however, the County has modified the weighted values to better reflect the specific needs of this Project. See the *County Modified 10-B Evaluation Sheet*, included in this RFP as Attachment C.

B. SELECTION PROCESS

After the period has closed for receipt of proposals, each submittal will be opened and examined to determine compliance with the requirements specified in this RFP. Any submittal that does not meet the format requirements will be eliminated from competition and returned to the Consultant. The County of Glenn may reject any submittal if it is conditional, incomplete, or contains irregularities. The County of Glenn may waive an immaterial deviation in a SOQ; however, the waiver shall in no way modify the RFP documents or excuse the Consultant from full compliance with the contract requirements if awarded the contract.

Following the submission of a SOQ, it may be withdrawn or modified by written request of the submitter. However, the modified SOQ must be resubmitted prior to the original submittal deadline, as shown in the Schedule of Work below. SOQ's received after the submittal deadline will not be considered and will be returned to the submitter.

Unsigned submittals, or submittals signed by an individual not authorized to bind the prospective Consultant will be rejected.

The selection panel will review each submittal that meets the format requirements. Panel members will individually evaluate each submittal in accordance with the evaluation criteria presented in Attachment C.

The panel members will meet to tally and average scores for each SOQ, then the submittals will be ranked based on the scores. Based on the rankings, the County of Glenn will establish a shortlist and, if deemed necessary, interview the top firms on this list.

If agreement on a final fee proposal is reached with the County of Glenn, the top-ranked firm will be recommended for award, subject to approval by the Board of Supervisors. If agreement cannot be reached with the top-ranked firm, the County of Glenn will close negotiations and enter into negotiations with the second-ranked firm.

The successful Consultant will be subject to verification of non-fraud and for listing on the debarred Contractors/Consultants list, per federal funding requirements.

This Request for Proposals does not commit the County of Glenn to award a contract, to pay any costs incurred in the preparation of a SOQ for this request, or to procure or contract for services. The County of Glenn reserves the right to accept or reject any or all submittals

received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety this Request for Proposals if it is in the best interest of the County of Glenn to do so.

All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

Upon approval of the selected Consultant by County of Glenn and agreement of a mutually acceptable price, a written Agreement will be prepared, executed by the Consultant, and reviewed by the County of Glenn for approval and execution. **The Consultant will begin contract work only upon receipt of the Notice to Proceed by the County of Glenn.**

SECTION IV.

A. METHOD OF PAYMENT

Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant is satisfactory and the final work product and documents submitted meet the tasks of the Project and is accepted by the County.

1. Actual Cost-Plus-Fixed Fee

The Consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit) up to a maximum not-to-exceed contract amount. Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

2. Specified Rates of Compensation

The Consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work up to a maximum not-to-exceed contract amount. Such rates of pay include the Consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

B. AUDIT AND REVIEW PROCESS

State and federal requirements as well as specific contract requirements, serve as the standards for audits and reviews performed. The local agencies, Consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. The County reserves the right to audit any contract. Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- Project Program Supplemental Agreements;
- 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts;
- 48 CFR, Federal Acquisitions Regulation Systems (FAR), Chapter 1 FAR, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900;
- 49 CFR, Transportation, Subtitle A, Office of the Secretary of Transportation, Volume 1, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government;

- 49 CFR, Part 18.20 – Standards for Financial Management Systems;
- 23 USC, Part 112 – Letting of Contracts;
- United States Government Accountability Office, Government Auditing Standards (GAS);
- Proposed contract terms and conditions.

Dollar thresholds for audits or reviews are stratified as follows:

- Less than \$150,000 – no audit or review is required, but is optional;
- Between \$150,000 and \$1MM (Case 1 per Section 10.3 of Caltrans Local Assistance Procedures Manual).

C. DISPUTE RESOLUTION

Should any Consultant dispute the County of Glenn’s determinations and findings during this RFP process, such Consultant shall give the County of Glenn written notice of the matter in dispute within five (5) days of Consultant’s first knowledge of the decision or determination. The Consultant shall thereafter, within ten (10) days of Consultant’s first knowledge of the County of Glenn’s decision or determination in dispute, provide the County of Glenn with a complete and comprehensive “Statement of Dispute” that discusses all the reasons why the Consultant disputes the County of Glenn’s determination or decision, and submit all documentary evidence relied on by the Consultant. The Statement of Dispute must meet the following conditions and requirements:

- Provide a complete statement of the factual and legal basis for the protest.
- Refer to the specific portions of the RFQ which form the basis for the protest, and all documentary evidence relied upon.
- Include the name, address, and telephone number of the person representing the protesting party.
- The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other Consultants, who shall have seven (7) calendar days to respond to the Statement of Dispute.
- The Statement of Dispute must be submitted to the Glenn County Public Works Agency, Attn: Katie Murray, P.O. Box 1070, Willows, CA 95988. The County of Glenn will review the Statement of Dispute, may elect to hold an administrative hearing thereon, and may request Consultant to produce further evidence as the County of Glenn deems material to a decision on the issue, after which time, the County of Glenn will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the Consultant’s sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the County of Glenn’s decisions and determinations made during the RFP process.

D. SCHEDULE OF WORK

An anticipated selection process schedule is shown below.

No.	Item of Work	Date
1	RFP Release	5/20/2020
2	Deadline for submission of written questions	5/27/2020
3	Submittals due	6/3/2020
4	Evaluation of Submittals	Early June
5	Negotiations	Early June
6	Board of Supervisors approval of selected Consultant	Mid-June
7	Notice of Contract award	Mid-June
8	Notice to Proceed	Mid-June

ATTACHMENT A

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COUNTY OF GLENN
AGREEMENT BETWEEN THE COUNTY OF GLENN AND
CONSULTANT

1. INTRODUCTION

- A. This Contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

CONSULTANT NAME AND ADDRESS

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be: **NAME**

The name of the "LOCAL AGENCY" is as follows: **County of Glenn**

The Contract Administrator for LOCAL AGENCY will be Cole Grube.

- B. The work to be performed under this Contract is described in Section 2 entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated **DATE**. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this Contract, this Contract shall take precedence.
- C. CONSULTANT shall indemnify, defend, and hold harmless the LOCAL AGENCY and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with CONSULTANT'S performance of this Contract or its failure to comply with any of its obligations contained in the Contract, except such loss or damage caused by the sole negligence or willful misconduct of the LOCAL AGENCY.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this Contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this Contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2. STATEMENT OF WORK

A. See the scope of work as described in the "PROPOSAL NAME", dated DATE attached hereto (Exhibit B); incorporated by reference.

3. CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the Contract.

4. PERFORMANCE PERIOD

A. This Contract shall go into effect on the date of execution by the LOCAL AGENCY, and CONSULTANT shall only commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on the 60th day after the recordation of the Notice of Completion for federal aid project number BHLO-5911(031), unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this Contract will be based on actual cost plus a fixed fee. LOCAL AGENCY 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, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event,

that LOCAL AGENCY 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 LOCAL AGENCY 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, LOCAL AGENCY will pay CONSULTANT a fixed fee at a rate of 10%. 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 Services, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 6 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 LOCAL AGENCY'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 LOCAL AGENCY including any equipment purchased under the provisions of Section 14 Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Attn: Cole Grube
Glenn County Public Works Agency
777 North Colusa Street

Willows, CA 95988

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$VALUE.
- 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 LOCAL AGENCY'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.

6. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand. County may terminate this Contract immediately upon oral notice should funding cease or be materially decreased. Should this Contract be terminated, CONSULTANT shall provide LOCAL AGENCY with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by the CONSULTANT pursuant to this Contract.

7. ENTIRE AGREEMENT; MODIFICATION

- A. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

- A. Inasmuch as this Agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. FUNDING REQUIREMENTS

- A. 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.
- B. This Contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY 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 LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the Contract under the 30-day termination clause pursuant to Section 6, or by mutual agreement to amend the Contract to reflect any reduction of funds.

10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. 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 allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

11. RETENTION OF RECORDS/AUDIT

- A. 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, subconsultants, and LOCAL AGENCY 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, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of 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.

12. AUDIT REVIEW PROCEDURES

- A. 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 LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant 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 LOCAL AGENCY 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 LOCAL AGENCY 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.

The provisional ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

13. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(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 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. 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 LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

14. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT

services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Contract is subject to the following: "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, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 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.

15. INSPECTION OF WORK

- A. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, 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

16. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY 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 reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Section.

17. STATE PREVAILING WAGE RATES

- A. 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.
- B. 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 Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. 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>.

18. CONFLICT OF INTEREST.

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.

- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or 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 person through joint-partnership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction project resulting from this Contract.

19. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

- A. CONSULTANT warrants that this Contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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.

20. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

21. STATEMENT OF COMPLIANCE.

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. 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.

- D. 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 Subconsultants, 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.

22. DEBARMENT AND SUSPENSION CERTIFICATION.

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 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 LOCAL AGENCY.
- B. 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.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

23. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee

consisting of LOCAL AGENCY's Contract Administrator and the Deputy Director, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

24. CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this Contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY'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.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Section.

25. CHANGE IN TERMS.

- A. This Contract may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in 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 LOCAL AGENCY's Contract Administrator.

26. OWNERSHIP OF DATA

- A. 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 LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. 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.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY 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 many be authorized in writing by CONSULTANT.
- D. 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).
- E. LOCAL AGENCY 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.
- F. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Section.

27. INSURANCE

A. Coverage shall be at least as broad as:

1. Commercial General Liability(CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal& advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTAT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if CONSULTANT provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the LOCAL AGENCY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LOCAL AGENCY.

28. DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. 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.
- B. A DBE goal for this contract was not established. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment, or in the Consultant Contract DBE Information attached hereto as Exhibit C and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by 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 LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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 Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by 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 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

29. NON-DISCRIMINATION

- A. CONSULTANT will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

30. INDEPENDENT CONTRACTOR CLAUSE

- A. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that CONSULTANT is, and shall remain throughout the term of this Agreement, an independent contractor. CONSULTANT agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. CONSULTANT agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. CONSULTANT is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. CONSULTANT is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and Subconsultants. CONSULTANT agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from CONSULTANT's failure to comply with these provisions.

31. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the Contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies

specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

32. CONTINGENT FEE

- A. 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY 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.

33. NOTIFICATION

- A. All notices hereunder and communications regarding interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

LOCAL AGENCY:

County of Glenn
Cole Grube, Contract Administrator
777 North Colusa Street
Willows, CA 95988

34. CONTRACT

- A. The two parties to this Contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract constitutes

the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

35. SIGNATURES.

DATED: _____

DATED: _____

CONSULTANT

COUNTY OF GLENN

**NAME, TITLE
CONSULTANT**

Cole Grube, Director
Public Works Agency
Approved as to Content and Fund

Availability

Tax Identification Number

APPROVED AS TO FORM:

William J. Vanasek
Glenn County, California

ATTACHMENT B

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LABOR COSTS

a) Subtotal Direct Labor Costs _____

b) Anticipated Salary Increases (see page 2 for calculation) _____

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

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

f) Overhead (Rate: _____) g) Overhead [(c) x (f)] _____

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] _____

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

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee _____]** _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____

TOTAL COST [(c) + (j) + (k) + (n)] _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

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

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

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

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

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the 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 [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant’s executed consultant contract](#). 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 Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 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. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

ATTACHMENT C

RFP EVALUATION SHEET

PROJECT: _____

CONSULTANT: _____

CRITERIA	MAX POINTS	SCORE
Understanding of the work to be done	10	
Projected schedule	25	
Experience with similar kinds of work	15	
Fee Proposal	10	
Quality of staff for work to be done	10	
Feedback from references	20	
Familiarity with state, federal, and local procedures	10	
TOTAL	100	

EVALUATOR: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT D

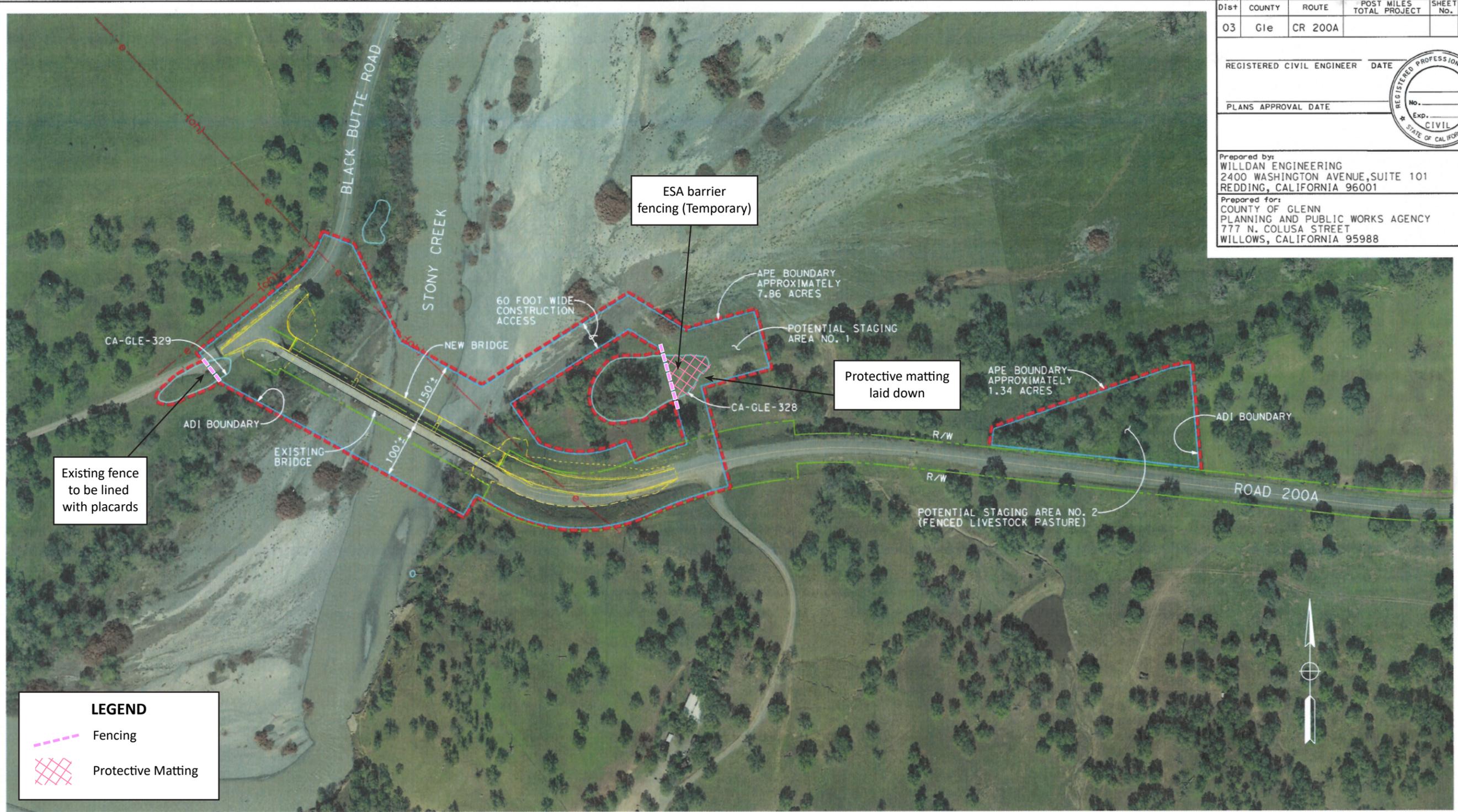
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Glenn	CR 200A			

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

Prepared by:
WILLDAN ENGINEERING
2400 WASHINGTON AVENUE, SUITE 101
REDDING, CALIFORNIA 96001

Prepared for:
COUNTY OF GLENN
PLANNING AND PUBLIC WORKS AGENCY
777 N. COLUSA STREET
WILLOWS, CALIFORNIA 95988



AREA OF POTENTIAL EFFECTS APPROVED BY

William Larson 2/19/20
 William Larson Associate Environmental Planner -
 Archaeology PQS-PI/Prehistoric Archaeology -
 Environmental Branch Caltrans

Vladimir Popko 2/19/20
 Vladimir Popko, Local Assistance Engineer, Office of Local
 Assistance Caltrans

STONY CREEK BRIDGE REPLACEMENT PROJECT (11C-0245)
FEDERAL AID NO. BHLO-5911(031)
OVERALL SITE MAP
 SCALE: 1" = 100'

REVISOR: R. UHLMANN
 CHECKED BY: GARY N. GORDON
 DESIGNED BY: GARY N. GORDON
 DATE REVISION: X