



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3RD FLOOR
SALINAS CA 93901-2439
(831) 755-4990

REQUEST FOR QUALIFICATIONS

(RFQ) #10499

**TO PROVIDE “ON-CALL” SERVICES FOR
ENVIRONMENTAL PLANNING & CONSULTING
SERVICES FOR VARIOUS FEDERALLY FUNDED
ROAD/BRIDGE/BUILDING FACILITIES PROJECTS
LOCATED WITHIN MONTEREY COUNTY, CALIFORNIA**

Qualifications Packages are due by 3 p.m. (PST)

on Thursday, February 19, 2015

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SOLICITATION DETAILS SECTIONS

1.0 INTENT

- 1.1 The County of Monterey Resource Management Agency-Public Works hereinafter referred to as “COUNTY,” is soliciting qualifications packages from qualified organizations, hereinafter referred to as “CONTRACTOR,” to provide “On-Call Services” (RFQ#10499) for Environmental Planning and Consulting Services for various Federally funded projects located in Monterey County, California.
- 1.2 The scope of work shall include, in general, the full range of environmental planning and consulting services, including those of subcontractors typically required for County building, bicycle, pedestrian, road, and bridge projects, hereinafter referred to as “Facilities” in the public sector.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT and multiple agreement awards may be made. COUNTY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 QUALIFICATIONS REQUIREMENTS

Interested firms must meet ALL of the following qualifications requirements in order to be considered by COUNTY.

- 2.1 Contractor shall have under its employment or as sub-consultants, Registered Professionals who possess applicable State of California licenses or other equivalent licenses, registrations, or certificates in the particular discipline of interest, including but not limited to: a California Division of Occupational Safety and Health (Cal/OSHA) State Certified Asbestos Consultant (CAC); a Certified Industrial Hygienist (CIH).
- 2.2 CONTRACTOR shall have a minimum of five (5) years’ experience providing environmental planning and consulting services for Facilities in the public sector. Experience shall be in the State of California.
- 2.3 CONTRACTOR’s project manager shall have a minimum of five (5) years’ experience specializing in environmental documentation and permitting in California and extensive experience working with Local, State, and National regulatory agencies, including but not limited to: Federal Highway Bridge Program, Caltrans Local Assistance Procedures Manual, Local Assistance Program Guidelines, California Environmental Protection Agency (Cal/EPA), United States Environmental Protection Agency (USEPA), and California Division of Occupational Safety and Health Administration (Cal/OSHA).
- 2.4 CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to: County, State, and Federal laws; ACSM (American Congress on Surveying and Mapping); Cal/OSHA (California Division of Occupational Safety & Health Administration); FEMA (Federal Emergency Management Agency); ASTM (American Standards Test Method); California Health & Safety Code; CFR (Code of Federal Regulations); CCR (California Code of Regulations); County Design Manuals and County Standard Plans; all Caltrans

manuals and policies; State Standard Plans and Specifications; Manual of Uniform Traffic Control Devices; California Building Code; and Americans with Disabilities Act (ADA); including as revised and amended by COUNTY ordinance.

3.0 BACKGROUND

- 3.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco.
- 3.2 The County has a continuous need for environmental consulting services for a variety of COUNTY projects. These projects comprise a wide range of scopes, from conducting environmental regulatory compliance, including National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance related to COUNTY facilities to environmental oversight and monitoring. These projects extend over the entire COUNTY's geographic limits.
- 3.3 This Request for Qualifications (RFQ#10499) is structured so that COUNTY has the option to establish one or multiple on-call Professional Services Agreements (PSAs). The purpose of the PSA is to provide RMA-Public Works with prequalified firms for environmental planning and consulting services as needed for federally funded projects. Award of a PSA does not guarantee an award(s) of any particular project or dollar amount.
- 3.4 No specific projects have been identified at the time of the development of this RFQ.

4.0 CALENDAR OF EVENTS

Release of RFQs	December 11, 2014
Deadline for Written Questions	January 13, 2015
Response to Written Questions	January 27, 2015
Qualifications Package Submittal Deadline	February 19, 2015
Estimated Notification of Selection	March 2015
Estimated PSA Date	April 2015

Schedule subject to change as necessary

FUTURE ADDENDA: CONTRACTORS who receive notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

5.0 COUNTY POINTS OF CONTACT

5.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jessica Rodriguez

Purchasing Agent

168 W. Alisal Street, 3rd Floor

Salinas, CA 93901-2439

Phone: (831) 755-4994

Fax: (831) 755-4969

Email: rodriguezj@co.monterey.ca.us

5.2 **All questions regarding this solicitation shall be submitted in writing** (E-mail is acceptable and preferable). When submitting questions, identify the RFQ # to which the question pertains. Questions will be researched and answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

5.3 The deadline for submitting written questions regarding this solicitation is indicated in the CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be answered.

5.4 Only answers to questions communicated by formal written addenda will be binding.

5.5 Prospective CONTRACTORS shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

6.0 SCOPE OF WORK

6.1 SCOPE OF WORK includes, but is not limited to, the following:

The scope of work includes, in general, the full range of environmental planning and consulting services including those sub-consultants typically required for building, bicycle, pedestrian, road, and bridge projects in the public sector. Professional services shall include, but not be limited to the following tasks:

Environmental Due Diligence

Conduct site observation to identify issues related to environmental concerns at Facilities.

Conduct environmental due diligence for real property transfers.

Environmental Compliance

Prepare and coordinate compliance documents to meet CEQA statutes and guidelines which may include, but are not limited to, the preparation of a Categorical Exemption (CE), Negative

Declaration (ND), Mitigated Negative Declaration (MND) with Technical Studies, or an Environmental Impact Report (EIR).

Prepare and coordinate compliance documents, required by the NEPA which may include, but are not limited to, Categorical Exclusion (CE), Environmental Assessments (EA), Environmental Impact statements (EIS) or Finding of No Significant Impact (FONSI).

Environmental Reports and Technical Studies

Coordinate with various technical planning disciplines required to prepare environmental reports and technical studies and other programmatic and project-specific environmental review documents.

Environmental Reports and Technical Studies may include but are not limited to:

- Biological Assessment
- Natural Environment Study
- Environmental Site Assessments
- Lead-based paint and /or asbestos and /or mold abatement plans and specifications
- Traffic studies
- Noise studies
- Wetland Assessments
- Air Quality studies
- Water Quality Assessments
- Location Hydraulic studies
- Floodplain Evaluation Report
- Summary Floodplain Encroachment Report
- Essential Fish Habitat Assessments and/or Evaluation
- Bio-Acoustic Evaluation
- Visual Impact Assessments
- Relocation Impact Study
- Environmental Impact Statement
- Archeological and Cultural Resources studies
- Groundwater studies and Storm Water Pollution Prevention Plans
- Human Health and Ecological Risk Assessments,
- Fish and Wildlife studies,
- Ecosystems Restoration and Wetland studies

All environmental reports and or/studies will be submitted for review and approval to the County and other vested agencies.

Monitoring & Oversight

Conduct mitigation monitoring and oversight as required for regulatory compliance.

Permitting and Consultation with Regulatory Agencies

Procure in a timely manner subsequent environmental permits by consulting with federal, state, and/or local regulatory agencies. Consultation may be required, but is not limited to, the following

regulatory/resource agencies: US Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), Army Corp of Engineers, the Coastal Commission, California Environmental Protection Agency (Cal/EPA), United States Environmental Protection Agency (USEPA), California Division of Occupational Safety and Health Administration (Cal/OSHA), and other Local, State and National regulatory agencies.

Public Outreach and Public Participation

Develop and implement public outreach and public participation strategies for participation of a broad range of project stakeholders.

Other Related Environmental Services

- 6.2 Services will be provided on an on-call basis. The process will consist of COUNTY contacting CONTRACTOR(s) with regards to an individual project. CONTRACTOR(s) will then prepare a detailed cost proposal and a schedule to perform the work for the individual project.
- 6.3 CONTRACTOR will advocate for COUNTY and ensure project produced is in the best interest in COUNTY. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
- 6.4 All work shall be done in conformance with all applicable County, State, and Federal laws: ACSM (American Congress on Surveying and Mapping); Cal/OSHA (California Division of Occupational Safety & Health Administration); FEMA(Federal Emergency Management Agency); ASTM (American Standards Test Method); California Health & Safety Code; CFR (Code of Federal Regulations); CCR (California Code of Regulations), County Design Manuals and County Standard Plans; all Caltrans manuals and policies; State Standard Plans and Specifications; Manual of Uniform Traffic Control Devices; California Building Code (Fire, Electrical); Americans with Disabilities Act (ADA); including as revised and amended by COUNTY ordinance.

7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATIONS PACKAGE

7.1 Content and Layout:

CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The qualifications package shall be organized in the order of and per the listing below. Qualification packages shall include, at a minimum, but not limited to, the following information below in the format indicated. Each attachment must be clearly labeled in the **upper right corner RFQ #10499, Attachment “__.”**

7.2 Cover Letter

All qualifications packages must be accompanied by a cover letter with the RFQ10499 clearly identified in the upper right corner. The cover letter may not exceed two (2) pages and provide firm and contact information as follows:

7.2.1 Contact Information: Name, mailing address, telephone number, and E-mail address of CONTRACTOR's primary contact person during the solicitation process through potential contract award.

7.2.2 Firm Information: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with County PSA.

7.3 Signed RFQ Signature Page: Attachment A

Qualifications packages submitted without the RFQ signatures page (provided herein under Attachments) will be deemed nonresponsive. All signatures must be manual and in BLUE INK. All prices and notations must be typed or written in BLUE INK. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE INK by the person signing the qualifications package.

7.4 Signed Addenda: Attachment B (If any addenda were released for this solicitation.) Qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE INK. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the qualifications package.

7.5 General Firm Information: Attachment C

Prepare an Attachment C (label as required) providing a general information summary about your firm which, at minimum, includes information below and following the outline provided:

Firm Name and Address

Year Established

Enter the year the firm (or branch office, if appropriate) was established under current name.

DUNS Number

Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

Ownership Type

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

Point of Contact

Provide this information for a representative of the firm that COUNTY can contact for additional information. Representative must be empowered to speak on contractual and policy matters.

Former Firm Name(s)

Indicate any other previous names for the firm (or branch office) during the last six (6) years.

Insert the year this corporate name change was effective and associated DUNS number. This information is used to review past performance on federal contracts.

Employee by Discipline

Specify all staff members, their job titles, and area of specialty, including licenses and/or certifications they may hold.

Litigation History

Provide a description of litigation to which your firm has been a party to in the past five years. Please include the following details:

- Name of case
- Date Filed
- Court in which filed
- Judgment or result

7.6 Project Experience Information: Attachment D

Prepare an Attachment D providing project information and include at least **three (3) example projects** within the last five (5) years, demonstrating work experience with environmental planning and consulting services for projects of various sizes and scope; governmental agency work experience; type of CEQA/NEPA document prepared for the project as well the regulatory permits obtained; and record of accomplishing project on schedule and budget.

Project Name

Brief Project Description

Please include information about scope, schedule, and record of performance. The description should also discuss the entire project delivery team, i.e. subcontractors and their respective roles.

Client Name

Client Contact Information

Include telephone number and e-mail address of the Agency's Project Manager.

Name of General Contractor on Project

COUNTY may contact Client references to confirm work experience as described in example projects.

7.7 Organizational Chart of Proposed Team: Attachment E

Provide an Attachment E illustrating your firm's organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

7.8 Résumé(s) of Key Personnel for this Contract: Attachment F

Provide as Attachment F, resume(s) for each key person on the proposed team. COUNTY will also be looking at proposed team member's relevant technical expertise to provide environmental planning and consulting tasks listed in the Scope of Work and that proposed project team has experience with Caltrans Local Assistance procedures and other federal grant procedures.

COUNTY will also check that assigned staff has appropriate licenses, registrations and certifications to provide tasks listed in COUNTY Scope of Work, and that some or all team members (firms) have previously worked together on similar projects.

7.9 Project Management Approach (1 page Limit): Attachment G

Provide as Attachment G, a project management approach describing approach and the steps and methods to be used from project inception through completion. Include submittals and meetings with agencies, staff roles, and responsibilities for each step in the work process, and all methods employed for in-house quality control during all phases of the project.

7.10 Schedule Management Approach (1 page Limit): Attachment H

Provide as Attachment H, a schedule management approach, including scheduling software used and method(s) used to recover from slippage of scheduled milestones.

7.11 Environmentally-Friendly Business Practices including Green Business Certifications (1 page limit): Attachment I

Summarize all environmentally friendly practices your firm adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (Reference: www.co.monterey.ca.us/admin/policies.htm). Indicate whether or not your firm is a 'Green Certified' Business and state which governing authority administered the certification.

7.12 Sealed Submittal of Fee Schedule Form: Attachment J

Contractor shall complete the Fee Schedule form attached herein under Attachments as ATTACHMENT J and submit in a separate sealed envelope.

7.13 Exceptions Submittal (if applicable)

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO MONTEREY COUNTY SOLICITATION RFQ#10499. Each Exception shall reference the page number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate COUNTY to revise the terms of the RFQ or PSA.

7.14 Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this qualifications package and include such information in an Appendix section.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **RFQ#10499 AND CONTRACTOR'S COMPANY NAME**. CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL PLUS FIVE (5) COPIES (6 IN TOTAL) AND (1) CD WITH PDF FILES OF SUBMITTAL MATERIALS.
- 8.2 Mailing Address: Qualifications packages shall be mailed to COUNTY at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 Due Date: Qualifications packages must be received by County ON OR BEFORE the time and date specified in the solicitation. It is the sole responsibility of CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualifications packages received after the deadline shall be rejected and returned unopened.
- 8.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 8.5 Acceptance: Qualifications packages are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all qualifications packages, or part of any qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible qualifications package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey.
- 8.7 Compliance: Qualifications packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 Cal/OSHA: The items proposed shall conform to all applicable requirements of the California Division of Occupational Safety and Health Administration Act of 1973 (Cal/OSHA).

9.0 SELECTION CRITERIA

- 9.1 CONTRACTOR(S) should submit information sufficient for the COUNTY to easily evaluate Qualifications packages with respect to the selection criteria. The absence of required information may cause the qualifications package to be deemed non-responsive and may be cause for rejection. COUNTY may conduct interviews and utilize references during selection process as well. Selection of CONTRACTOR shall be based on qualifications per the Selection

Criteria listed herein. Agreement award(s) will not be based on cost alone.

9.2 The selection criteria and the importance of each are included in the following table:

CRITERIA	Scoring Criteria (Federally funded Projects)
Submittal Requirements	Pass/Fail
Cover letter including Contact and Firm Information	
RFQ Signature Page: Attachment A	
Signed Addenda Attachment B (if any addenda for this solicitation)	
General Firm Information : Attachment C	
Project Experience Information: Attachment D	
Organizational Chart of Proposed Team: Attachment E	
Resumes of key personnel for this Project: Attachment F	
Project Management Approach (1 page Limit): Attachment G	
Schedule Management Approach (1 page Limit): Attachment H	
Environmentally-Friendly Business Practices including Green Business Certifications: Attachment I	
Completed Fee Schedule in Separate Sealed Envelope: Attachment J	
Exceptions submitted on separate page and clearly identified at top of each page “Exception to Monterey County Solicitation RFQ#10499”	
Contractor provision of additional information believed applicable to qualifications package.	
Project Experience	Points 0 - 30
Example Project 1 description indicates: (1) previous experience with environmental planning/consulting projects of various sizes/scope; (2) governmental agency work experience; (3) type of CEQA/NEPA document prepared for project as well regulatory permits obtained; (4) record of accomplishing project on schedule; (5) most important role or all roles in project were performed by firm in proposed Project.	
Example Project 2 description indicates: (1) previous experience with environmental planning/consulting projects of various sizes/scope; (2) governmental agency work experience; (3) type of CEQA/NEPA document prepared for project as well as regulatory permits obtained; (4) record of accomplishing project on schedule and budget; (5) most important role or all roles in project were performed by firm in proposed Project.	

Example Project 3 description indicates: (1) previous experience with environmental planning/consulting projects of various size/scope; (2) governmental agency work experience; (3) type of CEQA/NEPA document prepared for project as well as regulatory permits obtained; (4) record of accomplishing project on schedule and budget; (5) most important role or all roles in project were performed by firm in proposed Project.	
Subtotal Possible Points – 30	
Proposed Team Qualifications and Resume (s)	Points 0 - 20
Organizational Chart of Proposed Team provides a clear picture of the working relationship between	
Resume(s) of Key Personnel indicate relevant technical expertise to provide tasks listed in County Scope of Work.	
Staff has appropriate licenses, registrations, and certifications to provide tasks listed in County Scope	
Some or all team members (firms) have previously worked together on similar projects.	
Subtotal Possible Points - 20	
Project Specific Components:	
Quality of Project Management Approach as described (1 page limit)	Points 0 - 20
Describes approach and the steps and methods to be used from project inception through completion. Include submittals and meetings with agencies, staff roles, and responsibilities for each step in the work process, and all methods employed for in-house quality control during all phases of the project.	
Quality of Schedule Management Approach as described (1 page limit)	Points 0 - 20
Describes schedule management approach; scheduling software used, and methods used to recover from slippage of scheduled milestones.	
Subtotal Possible Points - 40	
Experience with Caltrans Local Assistance and other Federal Grant Procedures	Points 0 - 5
Firm's proposed project team has experience with Caltrans Local Assistance procedures and other federal grant procedures.	
Environmentally-Friendly Business Practices	Points 0 – 5
Environmentally-Friendly Business Practices including Green Business Certifications as described (1 page limit)	
Subtotal Possible Points - 10	
TOTAL POSSIBLE POINTS - 100	

10.0 CONTRACT AWARDS

10.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any PSA resulting from this solicitation.

- 10.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 10.3 Interview: COUNTY reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. Cost of attending any interview is CONTRACTOR'S responsibility.
- 10.4 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 10.5 Notification: All CONTRACTORS who have submitted qualifications package will be notified of the final decision as soon as it has been determined.
- 10.6 In COUNTY's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

11.0 SEQUENTIAL

- 11.1 COUNTY will pursue contract negotiations with the CONTRACTOR(s) who submits the best qualifications package or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract negotiations with the entity that submitted a qualifications package which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interests.

12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 The term of the PSA(s) will be for a period of three (3) year(s) with the option to extend the PSA for two (2) additional one (1) year period(s).
- 12.2 COUNTY reserves the right to cancel any PSA(s), or any extension of any PSA(s), without cause, with a thirty-day (30) written notice, or immediately with cause.
- 12.3 If this RFQ includes options for renewal or extensions, CONTRACTOR(s) must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the PSA. Both parties shall agree upon rate extensions or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.
- 12.4 CONTRACTOR selected through the solicitation process will be expected to execute a formal PSA with COUNTY for the provision of the requested service. The PSA shall be written by COUNTY in a standard format approved by County Counsel, similar to the PSA provided as Exhibit A. Submission of a signed qualifications package and **RFQ SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth **in the pages of this solicitation and the standard provisions included in the PSA. COUNTY may but is not required to consider including language from CONTRACTOR's proposed**

AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S qualifications package.

- 12.5 Federal and State Funding Required Forms and Exhibits for projects that are federally or state funded, CONTRACTOR shall sign and include all applicable exhibits required for projects with federal or state funding. Exhibit B includes the applicable forms required for projects with federal funding. Additional forms may be required for specific projects with federal or state funds.

13.0 COLLUSION

- 13.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

14.0 RIGHTS TO PERTINENT MATERIALS

- 14.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of COUNTY when received by COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION." COUNTY will not disclose proprietary information to the public, unless required by law; however, COUNTY cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited the submittal of Qualifications Bid Packages through the Request for Qualifications (RFQ) #10499 to provide **"ON-CALL" SERVICES FOR ENVIRONMENTAL PLANNING & CONSULTING SERVICES FOR VARIOUS FEDRALLY FUNDED ROAD/BRIDGE/BUILDING FACILITIES PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Qualifications Bid Package to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

- S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10499 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10499. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix,
Exhibit A – Federal Provisions CalTrans Local Assistance Procedures Manual,
The following documents are on file with the Office of Contracts/Purchasing:
RFQ #10499 plus all associated Addenda
CONTRACTOR'S Qualifications Package dated _____,
Certificate of Insurance
Additional Insured Endorsements

- S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: plus RFQ Addenda #____, CONTRACTOR's Qualifications Package, Certificate of Insurance

and Additional Insured Endorsements.

S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables.

S3.0 TERM OF AGREEMENT

S3.1 The initial term shall commence with the signing of this AGREEMENT for a period of 3 year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s). The AGREEMENT is of no force or effect until signed by both CONTRACTOR and County. CONTRACTOR may not commence work before County signs the AGREEMENT.

3.1.1 County is not required to state a reason if it elects not to extend the AGREEMENT.

S3.2 If County exercises its option to extend the AGREEMENT, the parties shall mutually agree upon the extension, including any changes in rates and/or terms and conditions in writing.

S3.2.1 Both parties shall agree upon changes to fees in writing.

S3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Resource Management Agency at the following address:
- County of Monterey
Resource Management Agency – Department of Public Works
168 West Alisal Street, 2nd Floor
Attn: Finance Division
Salinas, CA. 93901
- S5.2 CONTRACTOR shall reference RFQ #10499 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

S6.0 DESIGN PROFESSIONAL INDEMNIFICATION

- S6.1 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
- S6.2 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- S6.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County’s contract administrator and County’s Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or

amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with County that CONTRACTOR has no present, and will have

no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- S12.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

S13.0 PREVAILING WAGE

- S13.1 CONTRACTOR shall comply with Section 1720, et. seq., of the Labor Code, regarding the general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the AGREEMENT where applicable.

S14.0 DRUG FREE WORKPLACE

- S14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to

a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the County department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S15.0 TIME OF ESSENCE

S15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

S16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

S16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

S16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

S17.0 TRAVEL REIMBURSEMENT

S17.1 Travel reimbursements are not permitted for this AGREEMENT.

S18.0 EMERGENCY SITUATIONS

S18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

- S18.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

S19.0 NON-APPROPRIATIONS CLAUSE

- S19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.

S20.0 WARRANTY BY CONTRACTOR

- S20.1 CONTRACTOR shall perform all services and provide all drawing and documents in accordance with applicable codes and regulations, and shall be fully responsible for the content of all design documents prepared or provided under this AGREEMENT. Time is of the essence of this AGREEMENT.

21.0 NOTICES

- S21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

- S21.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831)755-4990

TO CONTRACTOR:

Name
Address
Tel. No.
FAX No.
Email

FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

22.0 MISCELLANEOUS PROVISIONS

- 22.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 22.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 22.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 22.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 22.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 22.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 22.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 22.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 22.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 22.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

- 22.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 22.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 22.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 22.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 22.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 22.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 22.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

23.0 LEGAL DISPUTES

- S23.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- S23.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- S23.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- S23.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____

Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENT A

RFQ SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # 10499
ISSUE DATE: December 11, 2014



RFQ TITLE: TO PROVIDE 'ON-CALL' SERVICES (RFQ#10499) FOR ENVIRONMENTAL PLANNING AND CONSULTING SERVICES FOR VARIOUS FEDERALLY FUNDED ROAD/BRIDGE/BUILDING FACILITIES PROJECTS LOCATED WITHIN MONTEREY COUNTY, CALIFORNIA

Qualifications Packages are due in the Office of the
Contracts/Purchasing Officer by:
3:00 PM, Local Time, on Thursday, February 19, 2015

Mailing address:
County of Monterey
Contracts/Purchasing Division
168 W. Alisal Street, 3rd Fl
Salinas, CA 93901-2439

Questions about this RFQ should be directed to:
Jessica Rodriguez via email: rodriguezj@co.monterey.ca.us

This Signature Page must be included with your submittal in order to validate your qualifications package.

Qualifications packages submitted without this page will be deemed non-responsive.

☐

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7 HEREIN IS INCLUDED

☐

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATIONS PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my qualifications package at the price quoted, subject to the instructions and conditions in the Request for Qualifications package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this qualifications package.

Company Name: _____ Date _____

Signature: _____

Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Fax: () _____

Attachment B: Signed Addenda
(Insert Here)

Attachment C: General Firm Information

(Insert Here)

Attachment D: Project Experience Information:
(Insert Here)

Attachment E: Organizational Chart of Proposed Team
(Insert Here)

Attachment F: Resume (s) of Key Personnel for this Contract
(Insert Here)

Attachment G: Project Management Approach
(Insert Here)

Attachment H: Schedule Management Approach
(Insert Here)

Attachment I: Environmentally-Friendly Business Practices including Green Business Certifications
(Insert Here)

ATTACHMENT J FEE SCHEDULE

RFQ 10499

CONTRACTOR NAME _____

SUBCONTRACTOR NAME _____

The undersigned, having read and understood all RFQ information, hereby submits hourly rates. It is also understood that the COUNTY reserves the right to negotiate with the final fee with the selected qualified firm(s) for required services. CONTRACTOR shall complete the Fee Schedule and **submit in a separate sealed envelope.**

Name/Position/Title (Indicate Below)	Hourly Rate or Range for Classification (Indicate changes per year if any)	
	From To	From To

Reimbursable Items to be Billed (List below)	Estimated Cost Bills (Indicated markup should not exceed 10 percent)	
	Total Cost (if applicable at time of RFQ)	Percentage of Markup Calculated

Signature: _____ **Date:** _____

**EXHIBIT A - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

ARTICLE I CONTACT INFORMATION

County Project Manager
Name: _____
Title: _____
Address: _____

Telephone Number: _____

Contractor Project Manager
Name: _____
Title: _____
Address: _____

Telephone Number: _____

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

☐ **The method of payment for this contract will be based on actual cost-plus-a fixed fee.**

- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR 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 CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$_____. 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 executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager 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 the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

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- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

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

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- ☐ **The method of payment for this contract will be based on specific rates of compensation** (on-call contracts).
- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

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- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division
- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional

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Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.

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

☐ **The method of payment for this contract will be based on lump sum.**

A. The total lump sum price paid by the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.

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

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ARTICLE IV CHANGE IN TERMS

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

ARTICLE V COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principals and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

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

ARTICLE VII RETENTION OF RECORDS

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; the CONTRACTOR, subcontractors, and the COUNTY shall maintain 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, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VIII 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 the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager.

ARTICLE X INSPECTION OF WORK

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XI SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR 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, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from

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injury and damage from such vehicles.

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

ARTICLE XII OWNERSHIP OF DATA

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XIV STATE PREVAILING WAGE RATES

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; 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

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public works, shall contain all of the provisions of this Article.

**ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS
FOR LOBBYING**

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, 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, the CONTRACTOR 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. The CONTRACTOR 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.

ARTICLE XVI DBE PROVISIONS

- ☐ The COUNTY has established a DBE goal for this Agreement of ____ %.
- OR
- ☐ The COUNTY has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT
- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
 - The term "Agreement" also means "Contract."

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- The term “bidder” also means “proposer.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. **AUTHORITY AND RESPONSIBILITY**

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

3. **SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, a “Local Agency Bidder/Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder 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, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

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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, subconsultants, suppliers or trucking companies.
 3. The proposer 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 prime consultant shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE 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.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link titled DBE SEARCH Click Here
 - Click on Click To Access DBE Query Form. DBE Query Form Instructions/Tutorial can also be downloaded from this page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search (Export options: CSV | Excel | XML | PDF)” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access:
DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

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

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- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
 - B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
 - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
 - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or

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commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

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

ARTICLE XVII SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

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

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the

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basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

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

3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

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

4. Prompt Payment of Funds Withheld to Subcontractors

- A. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 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

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noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

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

5. DBE Records

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

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

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EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

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

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		11. Preparer's Signature _____ 12. Preparer's Name (Print) _____ 13. Preparer's Title _____ 14. Date _____ 15. (Area Code) Tel. No. _____	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____			
19. Local Agency Representative Name (Print) _____			
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

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INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

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EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

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

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: 23. Local Agency Representative Name (Print) _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">24. Local Agency Representative Signature _____</div> <div style="width: 45%;">25. Date _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">26. Local Agency Representative Title _____</div> <div style="width: 45%;">27. (Area Code) Tel. No. _____</div> </div>		13. Total Dollars Claimed <div style="border-top: 1px solid black; text-align: right;">\$ _____</div>	14. Total % Claimed <div style="border-top: 1px solid black; text-align: right;">_____ %</div>
Caltrans to Complete this Section Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">28. DLAE Name (Print) _____</div> <div style="width: 30%;">29. DLAE Signature _____</div> <div style="width: 30%;">30. Date _____</div> </div>		15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">18. Date _____</div> <div style="width: 45%;">19. (Area Code) Tel. No. _____</div> </div>	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

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INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

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EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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CERTIFICATION OF LOCAL AGENCY

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

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

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

(Date)

(Signature)

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CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

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

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

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

Date

Signature