

**COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS**

**168 WEST ALISAL STREET, 2ND FLOOR
SALINAS, CA 93901-2438**

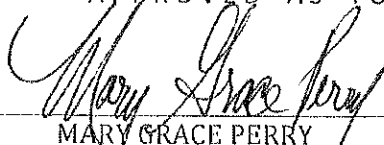
(831) 755-4800

REQUEST FOR QUALIFICATIONS (RFQ) # 1701

**TO PROVIDE
GEOTECHNICAL ENGINEERING SERVICES ON AN "ON-CALL" BASIS
FOR
TRANSPORTATION PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA**

Qualification Package Due: 3:00 p.m. PST, Thursday August 11, 2016

APPROVED AS TO FORM



MARY GRACE PERRY
DEPUTY COUNTY COUNSEL

6-30-16
Date

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1.0 INTENT

- 1.1 The County of Monterey Resource Management Agency, Public Works Department, hereinafter referred to as "COUNTY", is soliciting qualifications from qualified firms, hereinafter referred to as "CONTRACTOR", to provide **"ON CALL SERVICES"** over \$100,000 for geotechnical engineering services for various transportation type projects located in Monterey County, California. Interested CONTRACTOR(s) are to submit their qualifications per this Request for Qualifications (RFQ) #1701.
- 1.2 The scope of work, in general, shall include the full range of professional geotechnical engineering services typically required for transportation type projects in the public sector.
- 1.3 This solicitation is not intended to create an exclusive service PROFESSIONAL SERVICES AGREEMENT (PSA); multiple PSA awards may be made. COUNTY retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) at any time.
- 1.4 This RFQ is part of a two (2) step process where the first step is to create a short list/pool of qualified firms from whom the COUNTY will request proposals for specific projects. The second step will be the COUNTY's Request for Proposals from qualified firms.

2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 Interested CONTRACTORS must meet ALL of the following qualification requirements in order to be considered by COUNTY:
 - 2.1.1 CONTRACTOR shall be a licensed Geotechnical Engineer or Certified Engineering Geologist in the State of California.
 - 2.1.2 CONTRACTOR shall have a minimum of five (5) years' experience leading and controlling the materials testing of bridges and road projects. Experience shall be in the State of California.
 - 2.1.3 CONTRACTOR'S project manager shall have a minimum of five (5) years, and knowledge of civil engineering principles and practices and site improvements design requirements. Familiarity with Caltrans and ASTM test methods will be necessary requirements of the CONTRACTOR(S).

3.0 BACKGROUND

- 3.1 The COUNTY is located on the Central Coast of California, approximately 120 miles south of San Francisco. The COUNTY is approximately 3,350 square miles.
- 3.2 COUNTY has a continuous need for professional geotechnical engineering services for a variety of COUNTY transportation projects. The COUNTY builds and administers public improvement projects involving roads, curbs, gutters, sidewalks, curb ramps, retaining walls, barriers, drainage system (culverts, headwalls and storm drains), bicycle paths, and structures (buildings and bridges). These types of improvements, maintenance and repair are spread over the geographic limits of the COUNTY.

3.3 This Request for Qualifications (RFQ #1701) is structured so that the COUNTY has the option to establish one (1) or multiple on-call PSA(s). The purpose of PSA(s) is to provide COUNTY with prequalified firms to complete transportation projects as needed. This solicitation is for use on larger (greater than \$100,000) "on-call" services. Award of a PSA does not guarantee an award(s) of any particular project or dollar amount.

4.0 CALENDAR OF EVENTS

4.1 Release RFQ	Thursday July 14, 2016
4.2 Deadline for Written Question	3: 00 p.m., PST, Thursday July 28, 2016
4.3 Posted Response to Written Questions	5:00 p.m., PST, Thursday August 4, 2016
4.4 Qualifications Package Submittal Deadline	3:00 p.m. PST, Thursday August 11, 2016
4.5 Estimated Notification of Selection	September 2016
4.6 Estimated PSA Date	October 2016

5.0 COUNTY POINT OF CONTACTS

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

Jonathan L. Pascua, PE
Monterey County
RMA-Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901-2439
Phone: (831) 755-8963
Fax: (831) 755-4958
Email: pascuaJL@co.monterey.ca.us

5.2 All questions regarding this solicitation shall be submitted in writing (E-mail acceptable and preferable). Questions will be researched and answers will be posted on the COUNTY website COUNTY project page 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 The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

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

5.6 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above or

designated project manager. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

6.0 SCOPE OF WORK

6.1 The SCOPE OF WORK includes in general, the full range of geotechnical engineering services typically required for transportation projects in the public sector. CONTRACTOR shall have extensive experience and knowledge of, not limited to, American Society for Testing and Materials (ASTM), California Test Methods (CTM), California Department of Transportation (Caltrans) design standards, Federal Highway Administration (FHWA) programs, and Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG).

6.2 The professional services must include, but are not limited to the following:

Design

- Roadway pavement analysis/recommendation/design
- Earth retaining structure and slope analysis/recommendation/design
- Structure foundation analysis
 - Recommendation for foundation design, seismic considerations, liquefaction potential, Acceleration Response Spectra curve (ARS), etc.
- Field exploration
 - Drilling, boring, and laboratory testing of core samples
 - Have the capacity to provide traffic control (as necessary) to perform exploration
- Preparation of reports
 - Foundation reports, pavement evaluations, slope/earth retaining structures evaluations, log of test borings, etc.

Construction Inspection

- Material testing
 - Portland cement concrete, aggregates, asphalt products, fill material, weld testing/inspection, x-ray, compaction tests
 - Have the capacity to provide on-site laboratory testing

Provide bidding assistance

Design support during construction

6.3 Services shall be provided on an on-call basis. The COUNTY will contact the CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

6.4 The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The COUNTY may negotiate the scope and cost of the

proposal prior to issuance of the notice to proceed. The COUNTY has the right to reject any submitted proposal.

6.6 CONTRACTOR shall advocate for the COUNTY and ensure the professional services and products of services are in the best interest of the COUNTY. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

6.7 All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act of 1990 (ADA), as may be revised and amended from time to time.

7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATION PACKAGE

7.1 Content and Layout:

CONTRACTOR should provide the information as requested and as applicable to the proposed services. The qualifications package shall be organized in the order of and as 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 1701 Attachment "X"**:

7.2 Cover Letter:

All qualifications packages must be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information as follows:

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

7.2.2. **Firm Info:** 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 non-responsive. All signatures must be manual and in BLUE INK. All notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction, and must be initialed in BLUE ink by the person signing the qualifications package.

7.4 Signed Addenda: (Attachment B) (Include all addenda released for this solicitation)

Qualifications packages submitted without this(these) page(s) 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 to said correction, 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 below:

7.5.1 Firm Name and Address

Year Established

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

7.5.2 Data Universal Numbering System (DUNS) Number

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

7.5.3 Ownership Type

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

7.5.4 Point of Contact

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

7.5.5 Former Firm Name(s)

Indicate any and all previous names for the firm (or branch office) during the last six (6) years. Indicate the year that any and all corporate name change or changes was/were effective and the associated DUNS number. This information is used to review past performance on federal contracts.

7.5.6 Employee by Discipline

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

7.5.7 Litigation History

Provide a description of litigation to which your firm has been a party to in the past Five (5) years. Please include the following details:

- Name of case/Court Case Number
- Date filed
- Court in which filed
- Judgment or result

7.6 Organizational Chart of Proposed Team: (Attachment D)

Provide an Attachment D 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.

7.7 Resume(s) of Key Personnel for this Contract: (Attachment E)

Provide as Attachment E, resume(s) for each key person on the proposed team. COUNTY will be looking at each proposed team member's relevant technical expertise to provide the services listed

in Section 6 "Scope of Work" of this RFQ COUNTY will also check that key personnel staff has appropriate licenses, registrations and certifications to provide Geotechnical Engineering tasks listed in COUNTY Scope of Work, and that some or all team members (firms) have previously worked together on similar projects.

7.8 Project Experience & References: (Attachment F)

7.6.1 Prepare an Attachment F providing project information and include three (3) examples of transportation projects relevant to Monterey County within the last five (5) years, demonstrating work experience relating to the scope of work stated in this RFQ.

7.6.2 References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described herein. For each project, the following shall be provided:

- **Project Name**
- **Brief Project Description**
Include general project information and scope; and describe/discuss the tasks performed and the entire team involved, i.e. subcontractors and their respective roles.
- **Client Name**
- **Client Contact Information**
Please include telephone number and e-mail address of the Agency's Project Manager.
- **Size of Project**
- **Name of General Contractor/Prime Consultant on Project**
- **Specify the Specialty Area**

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 for the task listed in the scope of work in this RFQ. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.

Briefly describe your schedule management approach, including scheduling software used and method(s) used to recover from slippage of schedule milestones; and describe your cost management approach for tight project budgets.

7.10 Fee Schedule: (Attachment H)

CONTRACTOR shall complete Attachment H-FEE SCHEDULE and submit within their qualifications package. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project. COUNTY reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

Submit ATTACHMENT H in a separate sealed envelope. Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.

7.11 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 #1701." Each exception shall reference the page number and section 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.

7.12 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
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8.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ # 1701 and CONTRACTORS COMPANY NAME.** CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL PLUS FOUR (4) COPIES FOR A TOTAL OF FIVE (5) AND ONE (1) CD WITH PDF FILES OF SUBMITTAL MATERIALS; AND ONE (1) ORIGINAL ATTACHMENT H – FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE.

8.2 Mailing Address: Qualification packages shall be mailed to COUNTY at the mailing address indicated on RFQ #1701 Front Cover Page to the attention of RFQ #1701 Project Manager.

8.3 Due Date: Qualification packages must be received by COUNTY ON OR BEFORE the time and date specified in the solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualification 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 sender.

8.5 Acceptance: Qualification packages are subject to acceptance at any time within 90 days after opening. 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.

8.7 Compliance: Qualification 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.

9.0 SELECTION CRITERIA

9.1 The selection of CONTRACTOR(S) and subsequent contract award(s) will be based on the criteria contained in this RFQ, as demonstrated in the submitted qualification package. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

9.2 The selection criteria includes the following:

CRITERIA	Scoring Criteria
Qualification Package Content	Pass/Fail
Cover letter including Contract and Firm Info	
Signed RFQ Signature Page: Attachment A	
Signed Addenda: Attachment B (if any addenda for this solicitation)	
General Firm Information: Attachment C	
Organizational Chart of Proposed Team: Attachment D	
Resume(s) of Key Personnel for this Contract: Attachment E	
Project Experience & References: Attachment F	
Project Management Approach (1 page Limit): Attachment G	
Sealed Submittal of Fee Schedule Form: Attachment H	
Proposed Team Qualifications and Resume	Points 0 - 20
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team.	
Proposed team members have relevant technical expertise to provide services listed in COUNTY Scope of Work.	
Staff has appropriate licenses, registrations, and certifications to provide engineering task listed in COUNTY Scope of Work.	
Some or all team members/firms have previously worked together on similar projects.	
Proposed Team Qualifications and Resume Subtotal Possible Points - 20	
Project Experience	Points 0 - 60

Example Project 1 description indicates: <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Most important tasks and roles performed by firm in project; (3) Experience obtaining/complying with permits, i.e. encroachment permits, regulatory permits, etc.; (4) Record of accomplishing tasks on schedule and on budget; 	
Example Project 2 description indicates: <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Most important tasks and roles performed by firm in project; (3) Experience obtaining/complying with permits, i.e. encroachment permits, regulatory permits, etc.; (4) Record of accomplishing tasks on schedule and on budget; 	
Example Project 3 description indicates: <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Most important tasks and roles performed by firm in project; (3) Experience obtaining/complying with permits, i.e. encroachment permits, regulatory permits, etc.; (4) Record of accomplishing tasks on schedule and on budget; 	
Project Experience Subtotal Possible Points - 60	
Experience with Caltrans Local Assistance	Points 0 - 5
Firm's proposed project team has experience with Caltrans Local Assistance procedures, especially as it relates to federally funded projects	
Client References	Points 0 - 5
List of recent clients references	
Quality of Project Management Approach as described (1 page limit)	Points 0 - 10
<p>Describes approach and the steps and methods to be used from project inception through construction documents and design during construction. Includes 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/assurance during all phases.</p> <p>Describes schedule management approach, including scheduling software used and method(s) used to recover from slippage of schedule milestones; and describe your cost management approach for tight project budgets.</p>	
Total (100 Points Possible)	

9.3 PSA award(s) will not be based on cost alone.

9.4 COUNTY may conduct interviews and utilize references during selection process as well.

9.5 The award(s) resulting from this RFQ will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the COUNTY, best serves the overall interest of the COUNTY.

9.6 The award made from this RFQ may be subject to approval by the County Board of Supervisors.

10.0 CONTRACT AWARD

10.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any PSA or PSA's 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. The costs of attending any interview are the 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 a Proposal 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 CONTRACT NEGOTIATION

11.1 COUNTY will pursue contract negotiations with the CONTRACTOR who submits the best qualification 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 qualification 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 interest.

12.0 AGREEMENT TO TERMS AND CONDITIONS

12.1 The terms of the PSA(s) will be for a period of three (3) years with the option to extend the PSA for two (2) additional one (1) year periods.

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, 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 the Office of the County Counsel, similar to the “**PROFESSIONAL SERVICES AGREEMENT**” provided as Exhibit A. Submission of a signed qualifications package and the **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 the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS SUBMITTAL of CONTRACTOR’S proposal.

12.5 **Federal Funding required forms and Exhibits:** For projects that are federally funded, CONTRACTOR shall sign and include all applicable exhibits required for projects with federal highway funding. Exhibit B – Federal Provisions includes the applicable forms required for projects with federal highway funding.

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 the CONTRACTOR that are submitted as part of the submittal will become the property of the COUNTY when received by the 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”. The COUNTY will not disclose proprietary information to the public, unless required by law. However, the COUNTY cannot guarantee that such information will be held confidential.

15.0 INDEMNIFICATION

15.1 For purposes of the following indemnification provisions, “design professional” has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of these indemnification provisions 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 these indemnification provisions 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 these indemnification

provisions and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under these indemnity provisions that is permitted by law shall be provided to COUNTY by CONTRACTOR.

15.2 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 the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under the PSA(s), excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

15.3 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under the PSA(s), 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 the PSA by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

16.0 INSURANCE REQUIREMENTS

16.1 Evidence of Coverage:

Prior to commencement of the PSA, the 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, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

16.2 Qualifying Insurers:

All coverage's, 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 the COUNTY's Purchasing Manager.

16.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of the PSA a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under the PSA, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of the PSA, 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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, the CONTRACTOR shall, upon the expiration or earlier termination of the PSA, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of the PSA.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

16.4 Other Requirements:

All insurance required by the PSA shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by the PSA, 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 (3) years following the date CONTRACTOR completes its performance of services under the PSA.


Each liability policy shall provide that the 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 the PSA, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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.**

Prior to the execution of the PSA by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by the PSA. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) 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 the PSA, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of the PSA maintain in force the insurance coverage required under the PSA 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 (5) 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 the PSA, which entitles COUNTY, at its sole discretion, to terminate the PSA immediately.

SIGNATURE PAGE

COUNTY OF MONTEREY	RFQ #1701
RESOURCE MANAGEMENT AGENCY – PUBLIC WORKS	ISSUE DATE: July 14, 2016
	
RFQ TITLE: GEOTECHNICAL ENGINEERING SERVICES ON-CALL	
PROPOSALS ARE DUE IN THE OFFICE OF THE RMA-PUBLIC WORKS 3:00 P.M., LOCAL TIME, ON August 11, 2016	MAILING ADDRESS: COUNTY OF MONTEREY RMA-PUBLIC WORKS 168 WEST ALISAL STREET, 2nd FL. SALINAS, CA 93901-2439
QUESTIONS ABOUT THIS RFQ/RFP SHOULD BE DIRECTED TO Jonathan L. Pascua, PE, pascuaJL@CO.MONTEREY.CA.US	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL: <ul style="list-style-type: none"> Qualification Package (as required by this RFQ) – one (1) original plus four (4) copies and in PDF format on one (1) CD Fee Schedule (Attachment H) – one (1), sealed in a separate envelope 	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN	
This Signature Page must be included with your submittal in order to validate your Qualification Package. Proposals submitted without this page will be deemed non-responsive.	
<input type="checkbox"/> CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATION PACKAGE. I hereby agree to furnish the articles and/or services stipulated in my Qualification Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualification Package.	

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

SAMPLE PROFESSIONAL SERVICE AGREEMENT

The County of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals (More than \$100,000) with all terms and conditions may be viewed at:

<http://www.co.monterey.ca.us/cao/psa.htm>

APPENDIX I EXHIBIT B FEDERAL PROVISIONS
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EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

In compliance with RFP #1701, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed separately for each individual Project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL**

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**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL**

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 Contractor's Reports or Meetings

The selected option shall apply to this contract:

☐ Option 1 – For standard contracts:

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

☒ Option 2 – for on-call contracts:

- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL**

For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

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

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

☐ Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. 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 approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of 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, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which 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 approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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

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

☐ Option 2 – Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. 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 approved Cost Proposal,

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL**

unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of 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, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which 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 approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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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.

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

☒ Option 3 – Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order 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 has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

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- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). 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 Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- ☐ Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or

**EXHIBIT B – FEDERAL PROVISIONS
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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 CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which 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 Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

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

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the

**EXHIBIT B – FEDERAL PROVISIONS
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overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. 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 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

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; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

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For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL

- c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. 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 COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. 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.

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- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

☐ Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

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

☐ Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California’s General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

☐ Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

☐ Option 2 – Construction Contract Administration contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction

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contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

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

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies 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 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; 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.

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- C. 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 Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to 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.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

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- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

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- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

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 CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, 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 XXII Disputes

The selected option below applies to this contract:

☐ Option 1 – For contracts without PS&E submittal

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

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Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.

- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

☐ Option 2 – For contracts requiring PS&E submittal, replace paragraph B above with the following:

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

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

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by 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, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

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

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Article XXV Insurance

The selected option below applies to this contract:

☒ Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

☐ Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

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

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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. 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 XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- 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 XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

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in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

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

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

Article XXXI Retention of Funds

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

The selected paragraph below (B, C, or D) applies to this contract:

- B. ☐ No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

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Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. ☒ No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) 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 contractor or subcontractor 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. ☐ The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-1)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

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

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1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE's COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

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equipment required under the Contract and of the general character described by the specifications.

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be view and downloaded in fillabe format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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Local Assistance Procedures Manual

**EXHIBIT 10-H
Sample Cost Proposal**

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date 1/1/2016

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(project manager)		1	\$ 1.00	\$ 1.00
(Sr. civil Engineer)		2	\$ 2.50	\$ 5.00
(Envio. Scientist)		3	\$ 4.00	\$ 12.00
(Jr. Highway Engr)		4	\$ 5.00	\$ 20.00
		5	\$ 6.00	\$ 30.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 68.00
b) Anticipated Salary Increases (see page 2 for sample) \$ 7,871.10
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,936.10

FRINGE BENEFITS

d) Fringe Benefits (Rate: 10.00%)
e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 793.61

INDIRECT COSTS

f) Overhead (Rate: 20.00%)
g) Overhead [(c) x (f)] \$ 1,587.22
h) General and Administrative (Rate: 15.00%)
i) Gen & Admin [(c) x (h)] \$ 1,190.42
j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] \$ 3,571.05

FEE (Profit)

q) (Rate: 25.00%)
k) TOTAL FIXED PROFIT [(c) + (j) x (q)] \$ 2,876.79

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1	\$ 1.00	\$ 1.00
m) Equipment Rental and Supplies (itemize)	1	\$ 2.00	\$ 2.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	1	\$ 3.00	\$ 3.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 4.00	\$ 4.00

p) TOTAL OTHER DIRECT COSTS [(d) + (m) + (n) + (o)] \$ 10.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 14,393.37

NOTES:

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

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**EXHIBIT 10-H
Sample Cost Proposal**

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date 1/1/2016

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

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

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 50.00	+	2.00%	=	\$ 51.00	Year 2 Avg Hourly Rate
Year 2	\$ 51.00	+	2.00%	=	\$ 52.02	Year 3 Avg Hourly Rate
Year 3	\$ 52.02	+	2.00%	=	\$ 53.06	Year 4 Avg Hourly Rate
Year 4	\$ 53.06	+	2.00%	=	\$ 54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5,000	=	1,000	Estimated Hours Year 1
Year 2	40.0%	*	5,000	=	2,000	Estimated Hours Year 2
Year 3	15.0%	*	5,000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5,000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5,000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5,000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 50.00	*	1,000	=	\$ 50,000.00	Estimated Hours Year 1
Year 2	\$ 51.00	*	2,000	=	\$ 102,000.00	Estimated Hours Year 2
Year 3	\$ 52.02	*	750	=	\$ 39,015.00	Estimated Hours Year 3
Year 4	\$ 53.06	*	750	=	\$ 39,795.30	Estimated Hours Year 4
Year 5	\$ 54.12	*	500	=	\$ 27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 257,871.10	
Direct Labor Subtotal before Escalation				=	\$ 250,000.00	
Estimated total of Direct Labor Salary Increase				=	7,871.10	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

**Note: Mark-ups are Not Allowed
Consultant or Subconsultant**

Contract No.	Contract No.	Date
1/1/2016		

Fringe Benefit 10.00% + (= 0% if included in OH)	Overhead 20.00% + (= 0% if included in OH)	General Administration 15.00% =	Combined Indirect Cost Rate (ICR)
---	---	---------------------------------	-----------------------------------

EE = 25.00%

[illegible]

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

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

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

Consultant or Subconsultant	Contract No.	Contract No.	Date
			1/1/2016

[illegible]

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

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Local Assistance Procedures Manual

EXHIBIT 10-H
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)

**COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)**

Note: Mark-ups are Not Allowed

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date _____ 1/1/2016

Page 1 of 2

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification) _____	_____	_____	\$ 0.00
Sub-professional/Technical* _____	_____	_____	\$ 0.00
EQUIPMENT (with Operator) _____	_____	_____	\$ 0.00
OTHER DIRECT COST			
Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	1	\$ 1.00	\$ 1.00
Supplies/Consumables (Itemize)	2	\$ 1.00	\$ 2.00
Travel/Mileage	3	\$ 1.00	\$ 3.00
Report (if applicable)	4	\$ 1.00	\$ 4.00
TOTAL COST PER UNIT OF WORK			\$ 10.00

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

**EXHIBIT B – FEDERAL PROVISIONS
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Local Assistance Procedures Manual

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

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

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

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

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

Local Government: _____

Contract Number: _____ Project Number: _____

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

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EXHIBIT 10-K

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

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

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

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

EXHIBIT B – FEDERAL PROVISIONS CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: _____

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

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

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

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**EXHIBIT B – FEDERAL PROVISIONS
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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

**EXHIBIT B - FEDERAL PROVISIONS
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Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: () 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

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

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 664-6410 or TDD (916) 664-3880 or write Records and Forms Management, 1123 N Street, MS-89, Sacramento, CA 95814.

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**EXHIBIT B – FEDERAL PROVISIONS
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Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

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**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-1111-Instructions Rev. 06-04

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANAUL**

Exhibit 15-11
DBE Information -Good Faith Effort

Local Assistance Procedures Manual

- 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:

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

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- 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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**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

Exhibit 15-II
DBE Information - Good Faith Effort

- 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:

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

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.