

**COUNTY OF TRINITY
DEPARTMENT OF TRANSPORTATION**



Request for Proposal
For

Roadway Safety Signing and Striping Projects
Date Issued: February 9, 2016

PROPOSAL Submission Deadline:
Date: March 8, 2016, 5:00p.m. Pacific Time

Mail PROPOSAL To:
Trinity County Department of Transportation
P.O. Box 2490
Weaverville, CA 96093

Or

Hand Deliver PROPOSAL To:
Trinity County Department of Transportation
31301 State Highway 3
Weaverville, CA 96093

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1. SUMMARY

Trinity County Department of Transportation, hereinafter collectively referred to as “County,” is requesting proposals from all interested providers for the Roadway Safety Signing and Striping Projects for select County Highways funded with HSIP funds.

The term “offeror” as used herein shall refer to individuals or firms submitting a proposal in response to this Request for Proposals (RFP). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

Offerors are required to be duly licensed to perform civil engineering services in the State of California; supplemental licenses of Traffic Engineer (TE) or Professional Traffic Operations Engineer (PTOE) is encouraged.

An electronic copy of this RFP may be downloaded from <http://www.trinitycounty.org/index.aspx?page=84> Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to tcidot@trinitycounty.org indicating “Roadway Safety Signing and Striping Projects - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-623-1365 x 3414.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “PROPOSAL – Roadway Safety Signing and Striping Projects” and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section of this RFP. One original and three (3) copies of the proposal must be delivered to the location listed on page one (1) of this RFP before the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFP. The County will not be responsible for a proposal delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission. *Please note the USPS and some other carriers do not guarantee overnight delivery to Trinity County.*

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

Any amendment or addendum to this RFP is valid only if in writing and issued by the County of Trinity Department of Transportation.

2. CONTRACT AWARD AND PROJECT SCHEDULE

Publish RFP	Tuesday, February 9th, 2016
Deadline for Questions	Wednesday, February 24th at 5:00 p.m.
PROPOSAL Submission Deadline	Tuesday, March 8th, 2016 at 5:00 p.m.
Final Selection Interviews (tentative)	Week of March 21st, 2016
Contract Approval (tentative)	Tuesday, May 3rd, 2016
Services to Begin (tentative)	May 9th, 2016
RSSSA Studies Completed	July 8th, 2016
PS&E Draft Completed	August 12th, 2016
PS&E Completed – Estimated Contract Completion	August 19th, 2016

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract(s).
- 3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 3.5. Trinity County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.6. Costs will not be considered in evaluating the proposal. Hourly charge-out rate must be enclosed in a separate sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified vendor based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected vendor, the County will cease negotiations and begin negotiations with the next highest rated vendor from the proposal evaluation.
- 3.7. Trinity County reserves the right to:
 - Request clarification of any submitted information;
 - Set aside a proposal for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFP in the future.
- 3.8. Qualified vendors must be prepared to enter into the County's Personal Service Contract, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The County intends to award contracts substantially in the form of the sample agreement to the selected vendor(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 3.9. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Trinity as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and Professional Liability insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.10. The County of Trinity encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States.

Information about the E-Verify system is available at www.dhs.gov/e-verify.

- 3.11. Proprietary Information: Trade secrets or similar proprietary data that the prospective contactor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post- award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.
- 3.12. Filing of a protest in connection with RFP requirements or contract award must follow the procedures outlined in Attachment C: Protest Procedures.
- 3.13. Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The selected consultant will be required to sign Exhibit 10-K, included in Attachment D, prior to contract execution.

4. BACKGROUND

Trinity County is a mountainous county made up primarily of winding rural roadways that experience a higher than expected collision rate . While rural in nature, many of these roads serve as critical arterial and collector routes that provide connectivity for County residents to State Highways 299, 3, and 36. These routes also serve as primary or secondary evacuation routes in the event of an emergency.

The County has received Highway Safety Improvement Program (HSIP) grant funding for three unique Roadway Safety Signing and Striping projects. The roads which each of the three projects will evaluate are as follows:

HSIP PROJECT #1: STRIPING

- Hyampom Rd. 23.13 mi.
 - Reading Creek Rd. 6.65 mi.
 - Ruth Zenia Rd. 26.54 mi.
 - South Fork Rd. 8.8 mi.
 - Steiner Flat Rd. 4.33 mi.
 - Trinity Dam Blvd. 25.06 mi.
 - Tule Creek Rd. 3.68 mi.
 - Van Duzen Rd. 15.4 mi.
- TOTAL MILES: 113.59 mi.

HSIP PROJECT #2: STRIPING

- Brady Rd. 2.6 mi.
 - Canyon Creek Rd. 13.28 mi.
 - Carrville Loop 1.32 mi.
 - Corral Bottom Rd. 4.16 mi.
 - Corral Bottom Rd. .75 mi.
 - East Side Rd. 7.85 mi.
 - Fisher Rd. .4 mi.
 - Goose Ranch Rd. 3.44 mi.
 - Grasshopper Flat Rd. .32 mi.
 - Lower South Fork Rd. 12.42 mi.
 - Mad River Rd. 28.12 mi.
 - Morgan Hill Rd. 3.28 mi.
 - Oregon St. 3.4 mi.
 - Rush Creek Rd. 9.2 mi.
- TOTAL MILES: 90.54 mi

HSIP PROJECT #3: SIGNAGE

- Big Creek Rd. 1 curve
 - Brady Rd. 1 curve
 - Canyon Creek Rd. 2 curves
 - East Side Rd. 1 curve
 - Goose Ranch Rd. 1 curve
 - Grasshopper Flat Rd. 1 curve
 - Hyampom Rd. 2 curves
 - Kingsbury Rd. 1 curve
 - Lower South Fork Rd. 1 curve
 - Mad River Rd. 2 curves
 - Morgan Hill Rd. 1 curve
 - Oregon St. 1 curve
 - Reading Creek Rd. 1 curve
 - Rush Creek Rd. 3 curves
 - Ruth Zenia Rd. 2 curves
 - South Fork Rd. 1 curve
 - Trinity Dam Blvd. 5 curves
 - Tule Creek Rd. 2 curves
 - Van Duzen Rd. 2 curves
- TOTAL CURVES: 31 curves

The first order of each project is to verify that the proposed improvement are most effective in reducing the accident rate. This will be done by generating a Roadway Safety Signing and Striping Audit (RSSSA) study for each roadway identified. Each of the three RSSSA projects will evaluate the corridor for safety, with a primary focus that results in a proactive approach to traffic safety that is expected to prevent fatalities and injury collisions as well as reduce accidents due to crossovers and running off the road that might otherwise result from inadequate signing and/or striping. The RSSSA will be the validation for what is proposed to move forward, or to rethink the proposed approach if needed.

It is anticipated that these audits will generate the necessary information (including prioritization) to proceed with the signage and striping construction HSIP projects in 2016 and identify projects with a benefit vs cost ratio results that would fit within the HSIP Program for future applications. The final deliverables for this project are to be the RSSSA studies in addition to full construction PS&E packages for the funded and validated HSIP projects.

The County intends to award separate contracts for the work listed above. A single contractor will be selected for all

three contracts. The County will not select more than one contractor for the above work, unless presented with a compelling reason to select multiple contractors.

5. DESCRIPTION OF WORK TO BE DONE BY TRINITY COUNTY DEPARTMENT OF

TRANSPORTATION

The County will provide a Project Engineer responsible for general project oversight. The Project Engineer will provide coordination with the Consultant Project Manager, project design staff, environmental compliance and permitting agencies, Caltrans Local Assistance, and will be responsible for all required public relations.

The County will perform the environmental studies needed to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Survey services as required will be provided by the County's Consultant Surveyor.

6. DESCRIPTION OF SERVICES REQUIRED

6.1 *HSIP PROJECTS #1 & #2: Roadway Safety Striping*

It is anticipated that this scope of services may include:

- a. Review existing studies of the aforementioned roads and conduct appropriate field reviews with an emphasis on pavement markings.
- b. Conduct studies as needed to determine if roadway striping is in compliance with California Manual of Uniform Traffic Control Devices 2014 (MUTCD), Caltrans Highway Design Manual, California Standard Plans and Specifications, American Association of State Highway and Transportation Officials (AASHTO), and other applicable guidelines. Studies may include (but are not limited to) passing maneuvers, speed limits, curves, lane widths, and road surface conditions.
- c. Utilize and analyze existing County collision data to identify potential and high incident locations and consider potential striping options as appropriate.
- d. Conduct sight distance analysis (including stopping and passing) at various locations to ensure sufficient sight distance and make striping recommendations as appropriate.
- e. Engineering and Traffic Studies related to establishing speed limits are included in the study to assess the appropriate striping applications (i.e. skip stripe versus double yellow) relative to speed and visibility.
- f. Utilize and analyze existing road condition data in the StreetSaver pavement management program used by the County as appropriate, identifying locations where placing striping would be effected by the current condition of roadway and/or projected maintenance.
- g. Consultant will coordinate with the County's Environmental Compliance Specialist throughout the project and particularly during the preparation of the Plans and Specifications to ensure incorporation of any required environmental mitigation measures into the contract documents. Final PS&E preparation cannot commence until the NEPA and CEQA documents are complete.
- h. The field review will also consider applicable roadway deficiencies (e.g., insufficient lane width, road conditions, etc.) in their audit process including assessments addressing appropriate type of striping paint or pavement marking product with consideration to snow plow operations and chains usage, road width adequacy for centerline striping and the value/appropriateness of inside/outside edge-line striping, as well as recommended future pavement projects. Project funding cost was based upon the assumption that two component striping paint will be used, but this may not be appropriate for all locations.
- i. Develop a Local Road Safety Plan that outlines the findings from the audit's field reviews and studies. This document will include the locations where striping will be changed and/or added and the type of striping recommended, as well as detailed improvements addressing deficiencies identified in "h" above.
- j. Included in the Local Road Safety Plan should be a Priority Ranking spread sheet based on quantitative analysis of key factors used in identifying roadways and corridors where striping countermeasures may reduce the number of

roadway departure crashes. Key factors may include, but not limited to: number of ran off the road crashes, roadway width deficiency, number of fatalities, average daily traffic, 85th percentile speed, functional classification, weighted crashes, etc. Ranking should be based on values given to each of the identified risk factors. An additional prioritization based on cost estimates, categorized on a corridor or road segment basis, should also be included.

6.2 *HSIP PROJECT #3: Roadway Safety Signing Audit*

It is anticipated that this scope of services may include:

- a. Review existing studies of the aforementioned roads and conduct appropriate field reviews with an emphasis on signage. Field reviews will include (but are not limited to): an evaluation of signage requirements at numerous locations in which the need for curve warning signs have been identified; an inventory of signs, sign type and classification, size, location in relation to the adjacent roadway, post type, retro-reflectivity, etc. It is anticipated that the field review will include digital photographs of each sign and location.
- b. Conduct studies as needed to determine if roadway signage is in compliance with the Manual of Uniform Traffic Control Devices (MUTCD), Caltrans Highway Design Manual, California Standard Plans and Specifications, and other applicable guidelines. Studies may include (but are not limited to) ball bank indicator studies (for curve delineation and warning signage), warrants for site specific signage or metal beam guard rails, etc.
- c. Utilize and analyze existing County collision data to identify potential and high incident locations and consider potential signing options as appropriate.
- d. Conduct sight distance analysis (including stopping and passing) at various locations to ensure sufficient sight distance and make recommendations as appropriate.
- e. Perform Engineering and Traffic Studies to validate established speed limits where required.
- f. Street name signs are NOT included in the audit, although advanced warning signage (G7) for various higher volume side streets may be considered in the analysis.
- g. Consultant will coordinate with the County's Environmental Compliance Specialist throughout the project and particularly during the preparation of the Plans and Specifications to ensure incorporation of any required environmental mitigation measures into the contract documents. Final PS&E preparation cannot commence until the NEPA and CEQA documents are complete.
- h. Develop a document (study) that outlines the findings from the field review and studies. This study will include locations where signs need to be relocated or replaced and the need for new signs at other locations (e.g., a new curve warning sign). This study should include a report on adequacy of right of way and available shoulder width for installation of any new or relocated signs. If there are locations where adequate shoulder width is not available, the study will outline suggested modifications required for sign installation (e.g., recommendations for earthwork or structures)
- i. Prioritize these findings in the document based on deficiencies. This prioritization should include cost estimates and should be categorized on a corridor or road segment basis.

6.3 *HSIP PROJECTS #1, #2, #3: Roadway Safety Signing and Striping Construction*

It is anticipated that this scope of services may include:

- a. Utilizing studies and reviews produced via the Roadway Safety Signing and Striping Audits, with adherence to all applicable guidelines (5.1-b; 5.2-b), submit a construction proposal addressing the findings according to the order of priority (5.1-h; 5.2-j). The proposal must include identification of potential Right of Way acquisition requirements.
- b. It is anticipated that the County will have approximately \$1,116,900 for Striping Project #1, \$950,900 for Striping Project #2, and \$447,400 for Signage Project #3 in 2016. If these funds are not sufficient to resolve all the issues identified in the study, the proposal shall make recommendations on the scope of a future construction project.
- c. Prepare complete Construction Bid Package documents for use in constructing the improvements selected by the County by August 30, 2016.

- d. Enter the geographical locations, information and applicable data for signs into the County’s MasterSuite7 program (Mastermind Systems, Inc.) once signs are installed.
- e. The County will consider additional optional services for future bidding and construction support, although they will not be considered in the selection process.

7. CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit an original plus three (3) copies of their proposal to one of the locations listed on page 1 of this RFP. Proposals should be kept to 35 pages or less if possible. Exhibit 10-01 “Consultant Proposal DBE Commitment” must be included in your proposal. The remaining forms included as Exhibits to this RFP do not need to be included in your proposal; they are included in this RFP for informational purposes, as they may be required in the contract with the successful offeror. Be advised that successful offeror will be required to submit a signed Exhibit 10-02 and Exhibit 10-K prior to executing a contract with the County.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

7.1. Cover Sheet (Attachment B)

The cover sheet **MUST** be signed by an owner, corporate officer, or agent authorized by the Contractor. Failure to include the cover sheet in **EACH** proposal may disqualify the consultant from the selection process.

7.2. Introductory Letter

Identify the office location or locations where the consultant and any sub-consultants will accomplish the work. Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should also contain an expression of the consultant's interest in the work, a brief summary statement regarding the qualifications of the consultant to do the work, and a brief summary of any information about the project team or the consultant that may be useful or informative to the County.

7.3. Qualifications and Experience

Describe how the team will be organized, and provide an organizational chart. Discuss the qualifications and experience of the firm, project manager, key personnel and sub-consultants on similar projects. Resumes for key personnel must be included. Specific experience with City, County, State or Federal projects and procedures should also be included. The proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed projects will be able to meet the schedule outlined in the proposal.

NOTE: The County must approve any change in key personnel after the award of a contract before the change is made.

7.4. Project Approach

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

7.5. Supporting Information

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

7.6. **Applicable References**

This section should describe work which is similar in scope and complexity to this project and which the consulting team has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. This section should also include a summary table showing the following information:

- Name of project, construction cost, and date services were provided
- Names of project manager and key team personnel
- Scope of the team’s assignment on the project
- Name, address and current phone number of the agency project manager

NOTE: A minimum of three references are required for the prime consultant and any sub-consultants on the project team. Each may be contacted by County staff. References with incorrect contact information will not count toward the required minimum.

7.7. **Cost Information**

Please provide in a separate sealed envelope labeled “Pricing Information” your hourly rates and cost estimate for performing the requested services. Pricing information should be formatted as shown in Exhibit 10-H attached to this RFP. Method of payment shall be Actual Cost-Plus-Fixed Fee. Separate contracts for each of the three HSIP projects will be executed, so separate cost information must be provided for each project. This information will not be considered in the evaluation of the proposals.

8. SELECTION PROCEDURES

Proposals will be evaluated by a Selection Committee using the following evaluation criteria:

CRITERIA	MAX POINTS
Cover Sheet Attached and Exhibit 10-01 included*	N/A
Understanding of the work to be done	25
Experience with similar kinds of work	20
Quality of staff for work to be done	15
Capability of developing innovative or advanced techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated Technical Ability	10
TOTAL	100

* Failure to include the Cover Sheet and Exhibit 10-01 may disqualify the consultant from the selection process.

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly ranked proposal may be invited for interviews prior to final selection, to further elaborate on their proposal. The County reserves the right to award a contract without holding interviews, in the event the written proposal provides a clear preference on the basis of the criteria described.

When the most qualified offeror has been determined, the sealed pricing information for only that offeror will be unsealed and the County will enter into negotiations with that offeror. In the event that the County is unable to successfully negotiate contracts with that offeror, then the pricing information for the next most qualified offeror will be unsealed, and so on until a contract is successfully negotiated.

The Contractor selected for this project will be required to accept the County’s standard contract, a sample of which is included as Attachment A to this RFP, and to comply with insurance standards as deemed acceptable to the County’s Risk Manager. No agreement with the County of Trinity is in effect until both parties have signed a contract.

9. INQUIRIES

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

Trinity County Department of Transportation
P.O. Box 2490
Weaverville, CA 96093

Andrew Pence
Senior Engineer
(530) 623-1365 ext. 3414

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

STANDARD FORM PERSONAL SERVICES CONTRACT

COUNTY OF TRINITY
AND
(Consultant)

Index to be added once form is approved.

ARTICLE I INTRODUCTION

A. This contract is made and entered into this _____ day of _____ (month), 20___, by and between the following named, hereinafter referred to as CONSULTANT, and the following named, hereinafter referred to as COUNTY:

The name of the "CONSULTANT" is as follows:

(INCLUDE THE TYPE OF ENTITY THE PARTY IS)

Incorporated in the State of California.

The Project Manager for the "CONSULTANT" will be (NAME) _____

The name of the "COUNTY" is as follows:

County of Trinity, California

The Contract Administrator for COUNTY will be Andrew Pence.

B. COUNTY desires to retain CONSULTANT to provide the services described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE)_____. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit "B") and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. CONSULTANT warrants that it is qualified and agreeable to render the services to be performed under this contract as described in Article II.

C. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. COUNTY may desire additional services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Article II below and the CONSULTANT agrees to perform said services upon the written request of COUNTY. Compensation for additional services will be as stated in Article V, Section K of this contract. These additional services could include, but are not limited to, any of the following:
 - 1. Serving as an expert witness for COUNTY in any litigation or other proceedings involving the project or services.
 - 2. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. CONSULTANT Services

CONSULTANT agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

Standards for design and work performance include, but are not limited to: California Manual of Uniform Traffic Control Devices 2014 (MUTCD), Caltrans Highway Design Manual, California Standard Plans and Specifications, American Association of State Highway and Transportation Officials (AASHTO), and other applicable guidelines.

The responsible consultant/engineer shall sign and stamp all Plans, Specifications and Estimate (PS&E), findings reports for audits, and engineering data furnished under the contract including registration number;

B. Surveys

CONSULTANT has the responsibility of performing preliminary surveys required for assessing the safety needs as described in Exhibit "A". CONSULTANT is also required to provide all preliminary surveys necessary for development of the construction Plans, Specifications and Estimates (PS&E).

C. Subsurface Investigations

Subsurface investigations are not anticipated to be necessary for this work. If subsurface investigations are determined to be necessary, they may be included by amendment of the Contract.

D. Right of Ways

Right of Way requirements, if necessary, are to be identified by CONSULTANT and provided to COUNTY in standard CAD format for use by COUNTY in development of Plats and Legal Descriptions. The CONSULTANT will not be responsible for development of Right of Way Plats

and Legal Descriptions, or for acquisition services. CONSULTANT will be required to locate and identify any potential utility conflicts. If utility conflicts are determined to exist, CONSULTANT will not be required to coordinate relocation of utilities.

E. COUNTY Obligations

The COUNTY agrees to facilitate access to and make provisions for the CONSULTANT to enter upon public and private lands as required to perform their work.

The COUNTY will make available to the CONSULTANT those services, supplies, equipment, and staff that are normally provided for the services required by the type of services rendered by CONSULTANT and as set forth in Exhibit "A."

The COUNTY shall make available all pertinent data and records for review.

The COUNTY will perform the environmental studies needed to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The COUNTY will develop Plats and Legal Descriptions required for Right of Way and perform acquisitions.

F. Conferences, Visits to Site, Inspection of Work

This contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the COUNTY, state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

Shop drawings are not anticipated to be necessary for this work.

H. Consultant Services During Construction

Consultant services during construction are not anticipated to be necessary for this work. If consultant services during construction are determined to be necessary, they may be included by amendment of the Contract.

I. Documentation and Schedules

CONSULTANT shall document the progress of the work to the satisfaction of COUNTY in monthly Progress Reports as described in Article III. Progress Reports shall be included with each invoice.

CONSULTANT shall submit findings reports for the Roadway Safety Signing and Striping Audits.

CONSULTANT shall prepare plans, specifications and estimates to the satisfaction of the COUNTY.

Draft plans, specifications and estimates for construction plans must be submitted to COUNTY at sixty-five percent (65%) and ninety percent (90%) completion.

J. Deliverables and Number of Copies

CONSULTANT shall submit: Signed and stamped plans in Auto CAD format (DWG); Progress Reports, findings reports for audits, specifications, and estimates in WORD, EXCEL or PDF format as appropriate, along with one (1) physical copy each.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on _____(DATE), contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on _____(DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. All the work required by this Contract shall be completed and ready for acceptance no later than the contract ending date. Time is of the essence with respect to this Contract.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- 1. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$(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, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of 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.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY 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 CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Trinity County / Andrew Pence
P.O. Box 2490
31301 State Highway 3
Weaverville, CA 96093

- 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.
- K. The approved CONSULTANT's Cost Proposal which is attached hereto as Exhibit "B" and by this reference incorporated herein, shall remain in effect for the entire term of this Contract. Any additional services provided under this Contract as specified in Article I, Paragraph H hereof, shall be charged at the rates set forth in the Cost Proposal.
- L. Invoices or applications for payment to the COUNTY shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures require documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

ARTICLE VI TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and 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 CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT 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 CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by 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 subconsultants.

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

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by 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: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit 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 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, 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

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

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT 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. CONSULTANT 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. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any 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

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

agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII WORKERS' COMPENSATION

CONSULTANT acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to COUNTY prior to commencement of work.

ARTICLE XXIV LICENSING AND PERMITS

CONSULTANT shall maintain the appropriate licenses throughout the life of the Contract. CONSULTANT shall also obtain any and all permits which might be required by the work to be performed herein.

ARTICLE XX 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.
- E. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by COUNTY for funding payment to CONSULTANT.

ARTICLE XX1 CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. CONSULTANT shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, and acceptable to COUNTY, as evidenced in writing.

ARTICLE XXII 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". Consultants 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 consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as 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, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXIII CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, 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 XXIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXV JURISDICTION AND VENUE

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

ARTICLE XXVI ATTORNEY’S FEES

If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys’ fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

ARTICLE XXVII INSPECTION OF WORK

CONSULTANT and any subconsultant 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 XXVIII SAFETY

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

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all 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.

ARTICLE XXIX INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$4,000,000 aggregate. If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance.

2. **Primary Coverage:** For any claims related to this contract, the CONSULTANT’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation:** CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase “extended reporting.”

C. **Verification of Coverage:** CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. **Subcontractors:** CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that Entity is an additional insured on insurance required from subcontractors.

ARTICLE XXX 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. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- D. CONSULTANT 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 CONSULTANT under this contract; further, CONSULTANT 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 CONSULTANT.
- E. 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 XXXI CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT’s personnel that 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 CONSULTANT’s personnel services under this contract.
- C. Services of CONSULTANT’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 XXXII 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 CONSULTANT

in order to carry out this contract, shall be protected by CONSULTANT 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 CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT 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, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by 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.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXXIV EVALUATION OF CONSULTANT

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

ARTICLE XXXV RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. The Agency shall hold retainage of 5 percent from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies

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

ARTICLE XXXVI INTEREST OF PUBLIC OFFICIALS

No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE XXXVII NOTIFICATION

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

CONSULTANT:

(CONSULTANT)

(NAME), Project Manager

(ADDRESS)

COUNTY:

County of Trinity, Department of Transportation
Andrew Pence, Contract Administrator
PO Box 2490
Weaverville, CA 96093

ARTICLE XXXVIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

In WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE EXECUTED THE Contract on the date first above written.

ARTICLE XXXIX SIGNATURES

COUNTY:

CONSULTANT:

By: _____
(Chairman, Board of Supervisors
or, (depending on size of contract)
County Administrative Officer

By: _____
Name: _____
Tax ID: _____
Telephone: _____

Date: _____

Date: _____

Approved as to Form:

By: _____
Angela Bickle, Auditor/Controller

Date: _____

By: _____
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

By: _____
Margaret Long, County Counsel

Date: _____

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONSULTANT

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Pubic Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this *Cover Sheet* I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the County of Trinity, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT C: PROTEST PROCEDURES

**Trinity County Department of Transportation
Protest Procedures for Request for Proposals (RFP)**

I. Who May File the Protest. An offeror or prospective offeror or prospective contractor who is aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest. No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

II. Place for Filing. A protest must be filed with the Trinity County Department of Transportation (Department) at the address listed in the RFP.

III. Time for Filing.

A. A prospective offeror who is considering filing a proposal must file the protest within seven (7) days after the prospective offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified in the RFP.

B. A protest filed by an offeror who submits a proposal must be filed within seven (7) days after the protesting offeror knew or should have known of the facts giving rise to the protest, but in no event may an offeror file a protest later than seven (7) days after the date that the notice of intent to award the contract is posted on the Department website.

C. The date of filing is the date of receipt of the protest.

IV. Contents of Protest.

A. A protest must be in writing.

B. A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper.

C. The protesting party may submit with the protest any documents or information it deems relevant.

V. Notice of Protest.

A. The Department will notify the successful offeror of the protest if contractor selection has already been made.

B. If the Department receives the protest before selection, and it determines that substantial issues are raised by the protest, the Department will notify all offerors who appear to have a substantial and reasonable prospect of selection.

C. Any offeror notified of a protest pursuant to this Section V. may file its agreement/disagreement with the Department within the time period specified in the acknowledgement of protest letter sent by the Department.

VI. Stay of Procurement.

A. The Department head or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.

B. The Department shall not proceed further with the RFP unless the Department head or designee, makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Department.

VII. Response and Reply.

A. Within 15 days of receipt of the protest, the Department will submit to the protesting party a response to the protest.

B. The protesting party may file a reply to the Department's response within ten days of the date of the response.

VIII. Procedures.

A. The Department head or designee shall review the protest and any response or reply.

B. The Department head or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.

IX. Determination. The Department head or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

A. State the reason for the decision, and

B. If the determination is a denial of the protest, inform the protesting contractor of its right to file a protest with the Federal Highway Administration per 49 CFR 18.36(b)(12) .

The Department head or designee shall send a copy of the determination to the protesting party and any other person determined by the Department head or designee to be affected by the determination.

**ATTACHMENT D:
REFERENCED EXHIBITS**

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

Three contracts will be entered into as a result of this RFP. The Agency has established the following DBE goals for these separate Contract's as follows:

1. HSIP Striping Project #1 has a DBE goal of 18%.
2. HSIP Striping Project #2 has a DBE goal of 18%.
3. HSIP Signage Project #3 has a DBE goal of 21%.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

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

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

that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section**

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section**

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS
DBE Information - Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Table with 2 columns: Publications, Dates of Advertisement. Includes three blank rows for data entry.

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

Table with 3 columns: Names of DBEs Solicited, Date of Initial Solicitation, Follow Up Methods and Dates. Includes six blank rows for data entry.

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$	
ITE M NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT	
				NON-DBE	DBE	DATE WORK COMPLETE		
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
ORIGINAL COMMITMENT								
\$			TOTAL	\$	\$			
DBE								
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.								

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure) **Copy**- District Local Assistance Engineer **Copy**- Local Agency file

EXHIBIT 17-F

Local Assistance Procedures Manual

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 10-H SAMPLE COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

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

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

FRINGE BENEFITS

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

INDIRECT COSTS

- f) Overhead (Rate: _____%)
- g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative (Rate: _____%)
- i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____

FEE (Profit)

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

OTHER DIRECT COSTS (ODC)

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

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

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

NOTES:

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: _____

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

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

Local Government: _____

Contract Number: _____ Project Number: _____

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

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

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.

23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

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