

# COUNTY OF MENDOCINO

## BRICELAND ROAD OVER MATTOLE RIVER BRIDGE REPLACEMENT

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION • UKIAH, CA 95482 •

# REQUEST FOR QUALIFICATIONS



DOT PROJECT NO. B1103

FEDERAL PROJECT NUMBER BRLO-5910(085)

---

RFQ No.	DOT #260005
RFQ Issue Date:	March 19, 2026
RFQ Submission Deadline:	April 10, 2026
Issued by:	Department of Transportation

---



REQUEST FOR QUALIFICATIONS

BRICELAND ROAD BRIDGE REPLACEMENT OVER MATTOLE RIVER

RFQ No. DOT #260005

RFQ Issue Date: March 19, 2026

RFQ Submission Deadline: April 10, 2026

**TABLE OF CONTENTS**

I. INTENT .....3

II. DEFINITIONS .....4

III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES.....5

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT.....7

V. MODIFICATIONS OR WITHDRAWAL OF SOQs .....7

VI. SCHEDULE OF ACTIVITIES .....8

VII. SELECTION PROCESS .....8

VIII. SELECTION CRITERIA .....9

IX. AWARD AND CONTRACT INFORMATION.....9

X. BACKGROUND INFORMATION ..... 11

XI. SCOPE OF SERVICES ..... 12

XII. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT..... 14

XIII. FORMAT OF COST PROPOSAL..... 17

XIV. CONTRACT..... 18

XV. REJECTION OF STATEMENT OF QUALIFICATIONS ..... 20

XVI. GENERAL CONDITIONS ..... 20

XVII. LIST OF ATTACHMENTS ..... 21

APPENDIX 1 - SCOPE OF SERVICES

APPENDIX 2 - SOQ EVALUATION CRITERIA AND SCORING FORM

APPENDIX 3 - SAMPLE MENDOCINO COUNTY PROFESSIONAL SERVICES AGREEMENT

APPENDIX 4 – PROJECT REFERENCE DOCUMENTS (AVAILABLE ONLINE)

Design Reference Documents

- As-Built Plans
- Bridge Inspection Reports
- Right-of-Way Maps
- Topographic Survey (PDF)
- Preliminary Foundation Report
- Draft Hydraulic Report
- Draft Alignment Study & Type Selection Report

Environmental Reference Documents

- Natural Environmental Survey
- Biological Assessment
- Initial Sight Assessment
- Section 4(f) de Minimis Impact Evaluation

## I. INTENT

This Request for Qualifications (RFQ) announces the intent of the Mendocino County Department of Transportation (MCDOT) to retain the services of a qualified Professional Engineering Design firm to provide civil engineering, environmental, and project management services for a federally funded Highway Bridge Program (HBP) project.

The project is nearing completion of clearance under the National Environmental Policy Act (NEPA), with a Categorical Exclusion (CE) anticipated within the next several weeks. Section 7 consultation with the National Marine Fisheries Service (NMFS) is being conducted concurrently and is ongoing. Previously completed environmental technical studies and supporting documentation will be made available to interested firms on the County's website concurrent with this solicitation.

The project has advanced through preliminary engineering efforts sufficient to establish a preferred alignment and support environmental clearance and Type Selection. Existing studies, exhibits, and supporting documentation will be provided for use by the CONSULTANT. The selected consultant will be expected to build upon this work and advance the project through final design.

The selected consultant will complete the California Environmental Quality Act (CEQA) process, advance the project through Type Selection, and complete Plans, Specifications, and Estimate (PS&E) packages at 60%, 90%, and Final design stages. Services will also include right-of-way engineering support, final design environmental coordination, regulatory permitting, and preparation of construction-ready documents in accordance with Caltrans Local Assistance Procedures, applicable federal requirements, and County standards. A detailed Scope of Work is provided in Appendix 1 of this RFQ.

In addition, the selected consultant will provide construction design support services during the construction phase. Such services may include responding to Requests for Information (RFIs), preparing design clarifications and revisions as necessary, assisting in the evaluation of submittals related to design intent, and supporting resolution of design-related issues to ensure conformance with the approved plans, specifications, and environmental commitments.

The County anticipates negotiating an initial professional services agreement for Preliminary Engineering (PE) services with an estimated value of approximately \$540,000. This amount reflects currently programmed PE funding only. Additional services, including limited Right of Way support and Construction Engineering/Construction Design Support (CE) services, are expected to be negotiated and authorized separately as funding becomes available.

The bridge replacement project is located on Briceland Road (County Road 435) over the Mattole River (Mile Post 0.63), roughly 0.6 miles south of the Humboldt County line near Whitethorn, CA.

## II. DEFINITIONS

**COUNTY** – The County of Mendocino, Department of Transportation (MCDOT), acting through its authorized representatives.

**CONSULTANT** – The firm or team submitting a Statement of Qualifications (SOQ) in response to this RFQ. For the purposes of this solicitation, the terms Consultant and Consultant may be used interchangeably.

**SUBCONSULTANT** – A firm identified by the Consultant to perform specialized services under the Consultant’s contract with the County.

**STATEMENT OF QUALIFICATIONS (SOQ)** – The information submitted by a Consultant in response to this RFQ describing the firm’s qualifications, experience, and proposed project team.

**SELECTION COMMITTEE** – The panel designated by the County to review and evaluate Statements of Qualifications submitted in response to this RFQ.

**SCOPE OF SERVICES** – The description of services requested by the County for the project. The detailed Scope of Services is provided in Appendix 1 – Detailed Scope of Services.

**WORK PLAN** – The Consultant’s proposed approach to performing the Scope of Services, including methodology, staffing, and task organization.

**AGREEMENT** – The professional services agreement to be negotiated between the County and the selected Consultant following the selection process.

### III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES

A. Consultants must submit four (4) copies of their State of Qualifications (SOQ): three (3) complete paper copies with original Consultant signature, and one (1) complete copy on USB Flash Drive. The SOQ must be formatted in accordance with the instructions of this RFQ. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFQ. **SOQs must be enclosed in a sealed envelope or package, clearly marked “Mendocino County RFQ No. 260005”, and delivered by 2:00 p.m. April 10, 2026** to:

Mendocino County Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482-9432  
Attn: Rygg Larsen

Late SOQs will not be accepted. Electronic or facsimile submissions are not permitted unless expressly authorized by the County. It is the Consultant’s responsibility to assure that its SOQ is delivered and received at the location specified herein, on or before the date and hour set. *SOQs received after the date and time specified will not be considered.* Note: The unauthorized use of the County’s official logo is strictly prohibited.

B. Consultants are required to submit with their SOQ:

- Attachment A – SOQ Summary and Statement of Responsibility
- Attachment B – SOQ Checklist/Table of Contents
- Project Understanding

- Project Work Plan consistent with the Scope of Services (Appendix 1)
  - Project Development Team
  - Preliminary Project Schedule
  - Conflict of Interest Statement
  - Attachment C – Letters of Reference
  - Attachment D – Exceptions to RFQ
  - Attachment E – Certificate of Non-collusion
  - Attachment F – Certificate of Indirect Costs and Financial Management System
  - Insurance coverage or evidence of ability to meet the County’s insurance requirements
  - Acknowledgement of receipt of addenda, if applicable
- C. Consultants are expected to examine all provisions, specifications, and instructions included in this RFQ. Failure to do so will be at the Consultant’s risk.
- D. RESERVED
- E. RESERVED
- F. All SOQs must be dated and signed by a representative authorized to enter into contracts on behalf of the consultant.
- G. All SOQs will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the SOQ, site visits, or any other actions related to responding to this RFQ shall be the responsibility of the consultant. Any and all damages that may occur due to packaging or shipping of the SOQ will be the sole responsibility of the consultant.
- I. All SOQs, response inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by consultants shall become the property of the County of Mendocino. Submitted materials may be subject to disclosure under the California Public Records Act.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Consultants are responsible for complying with all applicable federal, state, and local laws and regulations associated with this RFQ and the resulting contract.
- L. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.
- M. RESERVED

- N. The County of Mendocino encourages all consultants to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our consultants ensuring that payments are received in a timely cost-efficient manner (please refer to Sample Mendocino County Contract posted alongside this RFQ).

#### **IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT**

- A. Pre-submittal inquiries and correspondence shall be directed to:

Rygg Larsen

Mendocino County Department of Transportation

[larsenr@mendocinocounty.gov](mailto:larsenr@mendocinocounty.gov)

- B. All questions regarding this RFQ should be submitted in writing by e-mail.

- C. Questions will be answered as quickly as practicable. A summary of all questions and responses will be posted on the County website by 4:30 PM on the first Monday following the inquiry deadline at the following location:

<https://www.mendocinocounty.org/departments/transportation/RFQs-rfqs-projects-to-bid>

If a question results in the need for an addendum to this RFQ, an addendum will be issued by 4:30pm the first Monday following the inquiry deadline. It is the responsibility of all interested firms to access the website for this information.

Consultants must include acknowledgement of any and all addenda issued in their SOQs.

- D. The deadline for submitting written inquiries regarding this RFQ is indicated in Section VI - SCHEDULE OF ACTIVITIES.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other County management and employees not be contacted by Consultants during the RFQ process. Failure to comply with this requirement may result in disqualification of the SOQ. Contact is limited to the RFQ representative listed above for all technical and procedural inquiries.

#### **V. MODIFICATIONS OR WITHDRAWAL OF SOQS**

- A. AN SOQ that is in the possession of the County may be modified by written notice from the Consultant, signed by an authorized representative, provided the notice is received prior to the deadline for submission of SOQs. Telephone or verbal modifications will not be accepted.
- B. AN SOQ that is in the possession of the County may be withdrawn by the Consultant at any time prior to the deadline for submission of SOQs.

C. After the SOQ submission deadline, SOQs may not be modified or withdrawn and shall remain valid for the period specified in this RFQ.

**VI. SCHEDULE OF ACTIVITIES**

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for consultants to prepare definitive SOQs and to permit Mendocino County to fully consider various factors that may affect its decision.

This schedule is subject to change at the discretion of the County. The County will provide reasonable notice to consultants of any schedule changes. Updates to the procurement schedule may be posted on the County website and may not require issuance of a formal addendum.

**Procurement Schedule**

Scheduled Activity	Date
Request for Qualifications posted to County website	March 19, 2026
Inquiry Deadline	March 31, 2026
RFQ Submission Deadline	April 10, 2026
Consultant Selection and Notification	April 17, 2026
County Board of Supervisors Approval of Agreement	May 19, 2026
Approximate Contract Start Date	May 20, 2026

**VII. SELECTION PROCESS**

A. The County reserves the sole right to judge the contents of consultants’ SOQs. The selection process will be governed by the following criteria:

1. The SOQs must adhere to the instructions and format as specified in this RFQ.
2. The evaluation will include a review of all documents and information relating to the consultant’s services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Consultants may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in an SOQ may be sufficient cause for its rejection.

**VIII. SELECTION CRITERIA**

- A. The selection of Consultant(s) and subsequent contract award(s) will be based on the criteria contained in this RFQ, and as demonstrated in the submitted SOQ. Consultant(s) should submit information sufficient for the County of Mendocino to easily evaluate SOQs with respect to the selection criteria. The absence of required information may cause the SOQ to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFQ will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive SOQs for the same scope of work and service area must be received in response to an RFQ. A competition is considered failed if only one (1) responsive SOQ is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. SOQ Review and Evaluation Process
  - 1. The SOQ will be judged based on service capabilities and experience of the prospective consultant and all persons who will be providing services under contract. The following are the critical areas of the SOQs that will be evaluated:
    - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF SERVICES.
    - b. Experience of the consultant in providing services and quality of work.
    - c. Status of Professional Certification including whether the consultant meets the minimum requirements to provide service.
    - d. All criteria identified in Appendix 2, SOQ Evaluation Form.
- E. At its sole discretion, MCDOT may conduct interviews with the top ranked consultant. This process may include a request for a presentation from the finalists, SOQ fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation may be web-based or in-person.

**IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all Consultants that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit SOQs in response to this invitation, and that no Consultant shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. Consultant agrees that should it be awarded a contract, the consultant shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

- C. The County reserves the right to reject any or all SOQs and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose SOQ is determined by the County to be the most responsive and responsible SOQ and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is posted on the County website alongside this RFQ. It is the consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in response to the Request for Qualifications (Appendix 3). If no exceptions are noted, the County will understand that the consultant agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Qualifications as well as the consultant's SOQ, and any modifications to said SOQ agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the consultant's qualifications. Information submitted in response to an RFQ is subject to public disclosure as permitted by the California Public Records Act. Additionally, all SOQs and information submitted shall become the property of the County. The County reserves the right to make use of any information or ideas in the SOQs submitted.
- G. Open Procurement
1. The consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the consultant's SOQ. Items and/or services that the consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
  2. Mendocino County reserves the right to negotiate changes to the original SOQ(s), including changes in system cost and/or unit price.
  3. Mendocino County reserves the right to accept or reject any or all SOQs in whole or in part.
  4. Mendocino County reserves the right to negotiate a contract with more than one consultant at the same time.

G. Local Consultant Preference:

Mendocino County procurement policy establishes a local consultant preference for certain procurements. However, this project will utilize Federal-Aid Highway Program funding and must comply with the consultant selection procedures of the Brooks Act and 23 CFR Part 172.

Pursuant to 23 CFR 172.7(a)(1)(iii)(D), a local presence may be used only as a nominal evaluation factor when a need for such presence has been established

and when application of the criteria leaves an appropriate number of qualified consultants available to perform the work.

For this project, the County has determined that applying a local presence evaluation factor would not leave an appropriate number of qualified consultants, given the specialized nature of bridge design services and the limited number of firms maintaining offices within Mendocino County. Accordingly, local consultant preference will not be applied in the evaluation or ranking of consultants for this RFQ.

## **X. BACKGROUND INFORMATION**

The bridge over the Mattole River on Briceland Road (Bridge No. 10C0181) was authorized for replacement under the federally funded Highway Bridge Program (HBP) in 2011. Since authorization, the project has advanced through preliminary engineering, environmental studies, and regulatory coordination consistent with federal and state requirements.

Due to the complexity of environmental review, evolving regulatory processes, and the environmentally sensitive nature of the project setting, the project experienced extended timelines during the environmental clearance phase. The project is nearing completion of the National Environmental Policy Act (NEPA) process, with a Categorical Exclusion (CE) anticipated within the next several weeks. Section 7 consultation with the National Marine Fisheries Service (NMFS) is being conducted concurrently and remains ongoing with the assistance of District 1 Caltrans Local Assistance.

Preliminary engineering efforts have progressed sufficiently to establish a preferred alignment and support environmental clearance and Type Selection. Over the course of project development, substantial technical work has been completed, including environmental studies, resource evaluations, agency coordination documentation, and supporting analyses. These materials will be made available to interested firms.

It is imperative that the next phase of work build directly upon the existing documentation and approvals. The County intends to preserve the integrity of prior approvals and maintain continuity with federal requirements to avoid re-initiation of environmental processes, duplication of effort, or potential risk to FHWA funding eligibility.

As the project transitions into CEQA compliance, Type Selection, final design, permitting, right of way coordination, and preparation of construction-ready Plans, Specifications, and Estimate (PS&E), the County seeks to engage a qualified consultant team capable of efficiently advancing the project while maintaining consistency with prior commitments and regulatory determinations.

The selected consultant will be expected to thoroughly review existing project documentation and coordinate closely with County staff and Caltrans District 1 to ensure a seamless transition into final design and construction support.

The Project will be funded with Federal, State, and Local dollars through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), requiring CONSULTANT to follow all pertinent local, State, and Federal laws and regulations.

**XI. SCOPE OF SERVICES**

The scope of services for the project includes the following:

**A. GENERAL**

This Scope of Services consists of the CONSULTANT providing the COUNTY with professional engineering and environmental services for the Briceland Road Bridge Replacement Project over the Mattole River (Bridge No. 10C0181).

The project is nearing completion of clearance under the National Environmental Policy Act (NEPA), with a Categorical Exclusion (CE) anticipated in the near term. Services under this contract will focus on completion of the California Environmental Quality Act (CEQA) process, Type Selection, and final design development through 60%, 90%, and Final Plans, Specifications, and Estimate (PS&E). The CONSULTANT shall build upon previously completed studies, exhibits, and preliminary design efforts provided by the COUNTY. Re-evaluation of previously completed alternatives or re-initiation of design work is not anticipated unless directed by the COUNTY. Services also include right of way engineering support, regulatory permitting, and construction design support.

Services shall include, but are not limited to, roadway and structural engineering, preparation of PS&E documents, right-of-way mapping and engineering support, final design environmental coordination, integration of permit conditions into the contract documents, and design-related services during construction.

All services performed under this contract are professional design services and shall be conducted under the responsible charge of a Registered Civil Engineer licensed in the State of California. All work performed by subCONSULTANTS shall be the responsibility of the CONSULTANT and shall be subject to the same requirements and standards as work performed directly by the CONSULTANT.

All work shall comply with applicable federal, state, and local laws, regulations, and standards, including but not limited to:

1. Federal statutes and regulations governing federally funded transportation projects;
2. State of California laws and regulatory requirements;
3. Local ordinances and County standards;
4. Requirements of utility providers and other entities with jurisdiction; and
5. Current Caltrans design standards and policies applicable to local assistance projects.

All services shall be performed in accordance with the Caltrans *Local Assistance Procedures Manual (LAPM)*, *Local Assistance Program Guidelines (LAPG)*, and all current design criteria applicable to the project.

**B. SERVICES TO BE PROVIDED BY CONSULTANT**

The services to be provided under this contract are described in Appendix 1 – Scope of Services, which is incorporated into this RFQ by reference.

C. SERVICES TO BE PROVIDED BY COUNTY

MCDOT will make appropriate staff available for meetings and site visits; review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency; prepare the Board of Supervisors' packages; schedule any public hearings or meetings; file the Notice of Determination with the County Clerk; prepare any needed Permission to Enter documents for access to private property.

MCDOT shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the project.

**D. MINIMUM QUALIFICATIONS OF PERSONNEL**

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subconsultant under contract to CONSULTANT.

**E. EQUIPMENT REQUIREMENTS**

CONSULTANT shall have and provide adequate office equipment and supplies to complete the work required by this Contract. CONSULTANT shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

**F. QUALITY CONTROL/ASSURANCE MEASURES**

The Consultant shall establish and maintain a comprehensive quality control program to address potential conflicts, verify the accuracy and completeness of all deliverables, and define critical review stages and project milestones. The Consultant shall further demonstrate familiarity with Quality Control and Quality Assurance (QC/QA) procedures applicable to design and PS&E development in accordance with Caltrans requirements.

**XII. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

SOQs submitted in response to this RFQ shall be concise, well organized, and directly responsive to the requirements of this solicitation. The County values clarity, specificity, and demonstrated project understanding. Excessive marketing materials and boilerplate corporate information are discouraged and will not be considered in the evaluation.

Submittals shall conform to the outline below and Attachment B – SOQ Checklist/Table of Contents

**A. PROJECT UNDERSTANDING (Limit 6 pages)**

The Consultant shall demonstrate a clear understanding of the project's history, current status, and remaining work required to advance the project through CEQA, final design, permitting, right-of-way coordination, and construction design support.

At a minimum, the Consultant shall address:

- Understanding of the project's authorization history and extended environmental development.
- Approach to building upon completed NEPA documentation and maintaining continuity with federal approvals.

- Identification of key project risks (technical, environmental, regulatory, schedule, funding, right of way, constructability, etc.) and proposed mitigation strategies.
- Critical structural and roadway design considerations specific to the site.
- Final design environmental coordination strategy, including integration of permit conditions into PS&E.
- Approach to maintaining schedule discipline and advancing efficiently toward construction.
- Coordination strategy with Mendocino County and Caltrans District 1 Local Assistance.

This section shall reflect thoughtful, project-specific analysis. Generic statements of capability will not be scored favorably.

Illustrations and graphics may be included within the page limit where they meaningfully support the narrative.

B. PROJECT WORK PLAN (Limit 10 pages)

Provide a Work Plan describing the Consultant's proposed approach to performing the Scope of Services provided in Appendix 1 – Scope of Services.

The Work Plan shall follow the task structure provided in the Scope of Services and describe the Consultant's methodology, coordination strategy, and anticipated deliverables necessary to complete the project.

At a minimum, the Work Plan shall:

- Describe the Consultant's approach to completing the tasks identified in the Scope of Services.
- Identify anticipated deliverables and major work products associated with each phase of work.
- Demonstrate how previously completed NEPA documentation will be incorporated into the remaining project development process.
- Avoid duplication or re-initiation of completed environmental analysis unless expressly directed by the County.
- Describe the Consultant's strategy for advancing the project efficiently through CEQA compliance, Type Selection, final PS&E, permitting, and construction design support.

C. PROJECT DEVELOPMENT TEAM (Limit 5 pages, excluding resumés)

Provide:

- An organizational chart identifying key personnel and subconsultants.
- Defined roles and responsibilities for each key team member.

- A concise summary of relevant experience directly applicable to this project.
- Identification of the Project Manager and confirmation of their availability and anticipated level of involvement.

Key members, especially the Project Manager, shall demonstrate significant experience delivering federally funded bridge replacement projects under Caltrans Local Assistance procedures.

Substitution of key personnel will not be permitted without prior written approval of MCDOT.

Resumés for key personnel (maximum two pages each) shall be included as an appendix and shall not count toward the page limit.

D. PROJECT SCHEDULE (Limit 2 pages)

Provide a detailed project schedule in Gantt chart format illustrating:

- Major milestones (CEQA, TSR, 60%, 90%, Final PS&E)
- Permit sequencing
- Right of way coordination
- Construction design support phase

The schedule shall reflect realistic review durations, regulatory coordination timeframes, and County/Caltrans review cycles.

E. REFERENCES

Provide three (3) references for similar federally funded bridge projects completed within the past five (5) years. References shall include contact name, phone number, and address (Attachment C). Projects shall demonstrate the quality, type, and past performance of the proposed project team.

F. CONFLICT OF INTEREST STATEMENT

The Consultant shall include a Conflict-of-Interest Statement disclosing any financial, business or other relationship with the County of Mendocino that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

G. RESERVED

H. FINANCIAL MANAGEMENT SYSTEM

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200

Additional Information:

- Additional documents or other material, as appendices, in support of the SOQ. The SOQ, however, must reference any additional material or documentation on Attachment B – SOQ Checklist/Table of Contents.
- Upon specific request of the County, Consultant shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties and releasing third parties from any and all liability for disclosing such information to County.
- Indicate if the Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**XIII. FORMAT OF COST PROPOSAL**

The method of payment for this contract shall be Actual Cost Plus Fixed Fee (Cost-Reimbursement), in accordance with applicable federal and state requirements governing professional architectural and engineering services. Cost information shall not be submitted with the SOQ and will not be considered during the qualifications-based evaluation process.

To ensure compliance with the Brooks Act (40 U.S.C. §§ 1101–1104) and California Government Code §4526, only the highest-ranked consultant will be invited, following completion of the qualifications-based ranking, to submit a detailed Cost Proposal. The Cost Proposal shall conform to the Cost Proposal Template provided on the County website at the time of RFQ advertisement and shall be subject to negotiation and determination of fair and reasonable compensation.

The selected consultant shall provide a detailed Cost Proposal itemizing all proposed costs, including:

- Direct labor classifications and rates;
- Overhead rate (supported by current audited documentation);
- Fixed fee; and
- Direct expenses chargeable to the County.

The Cost Proposal shall clearly identify and separate anticipated costs by project phase and shall align with the task structure defined in the Scope of Services, including:

- Preliminary Engineering (PE)
- Right of Way (RW) support services
- Construction Engineering/Construction Design Support (CE)

This breakout shall be consistent with the Scope of Services and shall support the County's federal programming and reporting requirements.

Award and execution of the contract are contingent upon the availability and authorization of sufficient federal and local funding. The County reserves the right to delay execution of the contract pending funding authorization without penalty.

Following successful fee negotiations, the selected consultant shall agree to maintain the negotiated direct labor rates, overhead rate, fixed fee, and cost structure for a minimum period of one hundred eighty (180) days pending funding authorization.

In the event funding authorization is delayed beyond this period, any proposed rate adjustments shall be limited to:

- Documented, standard annual labor rate adjustments not to exceed the most recent California Transportation Commission (CTC)-approved annual escalation rate applicable to professional services; and
- Changes in audited overhead rates.

Any such adjustments shall be subject to County review and written approval and shall not automatically result in modification of the negotiated contract amount or total compensation.

Compensation shall remain subject to all applicable federal cost principles, including 48 CFR Part 31 and 2 CFR Part 200. A contract will not be awarded to a consultant without an adequate financial management and accounting system meeting these requirements.

#### **XIV. CONTRACT**

- A. Following completion of the qualifications-based selection process and successful fee negotiations, the County intends to enter into contract with the highest-ranked Consultant, subject to availability and authorization of sufficient federal and local funding.

Issuance of a Notice of Intent to Award does not constitute execution of a contract. Contract execution shall occur only after funding authorization has been secured and the final negotiated agreement has been approved by the County.

The County reserves the right to withdraw the Notice of Intent to Award and proceed to the next ranked Consultant if the selected Consultant fails to execute the agreement within a reasonable time following presentation of the final contract for signature

B. EXECUTION OF CONTRACT

1. Upon completion of negotiations and confirmation of funding authorization, the County will prepare and transmit the final contract for signature. The Consultant shall execute and return the contract within two (2) weeks of receipt unless otherwise agreed in writing.
2. In the event the Consultant fails, neglects, or refuses to execute the contract within the required time period, the County may, at its option, terminate negotiations and proceed in accordance with applicable procurement procedures.

3. Incorporated by reference into the contract shall be:

- All information presented in or with this RFQ;
- The Consultant's response and negotiated Scope of Work; and
- All written communications between the County and the selected Consultant relating to the negotiated agreement.

C. NO ASSIGNMENT

Assignment by the successful Consultant to any third party of any contract based on the SOQ or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. CONTRACT AMENDMENTS

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services can be added by amendment to the contract.

F. INSURANCE

Prior to commencement of this AGREEMENT, CONSULTANT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

CONSULTANT shall obtain and maintain insurance coverage as follows

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

In addition, CONSULTANT upon request shall provide a certified copy of the policy or policies.

**XV. REJECTION OF STATEMENT OF QUALIFICATIONS**

The RFQ does not commit the County to award a contract, to pay any costs incurred in the preparation of the SOQ to this request, or to procure or contract for services or supplies.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any SOQs and to accept the SOQ or SOQs which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

The County reserves the right to negotiate with any qualified source, or to cancel the RFQ in part or in its entirety, if it is in the best interest of the County to do so. The County may require the Consultant selected to participate in negotiations, and to submit such SOQ as may result from negotiations.

Any SOQ submitted during this RFQ process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFQ, or any other costs involved including travel.

**XVI. GENERAL CONDITIONS**

While the intent of the County is to award the contract to the selected Consultant, it reserves the right to either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFQ will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Qualifications and documented in detail in Attachment D – Exceptions to RFQ.

**LIMITATIONS**

1. Consultants should expect to have access only to the public records and public files of local government agencies in preparing the SOQ or reports. Consultants should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
2. The County has the authority to terminate the contract upon written notice to CONSULTANT at any time during the period of the project if the County finds that CONSULTANT's performance is not satisfactory
3. Contract payments will be made on the basis of satisfactory performance by the CONSULTANT as determined by the County. Final payment to CONSULTANT will only be made when the County finds that the work performed by CONSULTANT to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

**XVII. LIST OF ATTACHMENTS**

Attachment A – SOQ Summary and Statement of

Attachment B – SOQ Checklist/Table of Contents

Attachment C – Letters of Reference

Attachment D – Exceptions to RFQ

Attachment E – Certificate of Non-collusion

Attachment F – Certificate of indirect Costs and Financial Management System

---

**APPENDIX 1  
SCOPE OF SERVICES**

---

**RFQ No. 260005  
BRICELAND ROAD BRIDGE REPLACEMENT PROJECT OVER MATTOLE RIVER  
MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION**

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers may be added, removed, or changed without prior COUNTY approval.

CONSULTANT shall provide the following services including, but not limited to, the following Scope of Services listed herein:

**TASK 1: PROJECT MANAGEMENT AND COORDINATION**

---

**Task 1.1: Project Initiation**

- Conduct a Kickoff Meeting at the COUNTY offices or virtually to introduce the Project Development Team (PDT), establish communication protocols, clarify the scope of work, define roles and responsibilities, and set the project schedule.
- Perform Preliminary Research using COUNTY records and other resources as needed.

Conduct a Field Investigation to gather initial data required for funding, permitting, right-of-way acquisition, and construction documentation.

- Develop and implement a Design Quality Assurance and Quality Control Plan to ensure all deliverables meet professional engineering standards.

Deliverables:

- Kickoff meeting agenda and minutes
- Design QA/QC Plan

**Task 1.2: Project Development Team (PDT) Meetings**

- Schedule, prepare for, and lead monthly PDT meetings to review progress, scope, schedule, and issues.
- Maintain a Project Issue/Action Item/Decision Log and distribute meeting minutes within one week.
- Prepare updated project logs, including a three-month look-ahead schedule to outline upcoming tasks and milestones.

## Deliverables:

- Meeting agendas and minutes
- Updated Issue/Action Item/Decision Log
- Monthly project progress updates
- Three-month look-ahead schedule

**Task 1.3: Invoicing**

- Prepare periodic invoices following COUNTY and Caltrans Local Assistance Procedures Manual (LAPM) requirements, detailing services performed and costs incurred.
- Ensure timely payment to subCONSULTANTS within 30 days of receiving payment from COUNTY.
- Invoices must provide a summary of CONSULTANT's work, including dates of service, itemized costs, and supporting documentation.
- Comply with COUNTY travel policy for reimbursement of travel-related expenses.

## Deliverables:

- Monthly invoices
- Supporting documentation for costs (receipts, subCONSULTANT invoices, etc.)
- Expense reports with itemized details

**Task 1.4: Monthly Reports**

Establish a standardized template for periodic progress reporting, and submit a detailed progress report each month, including a breakdown of tasks performed, issues encountered, decisions made, percent complete, and anticipated schedule changes.

## Deliverables:

- Monthly progress reports
- Updates to the COUNTY on interim findings and status

**Task 1.5: Project Schedule and Budget Management**

The CONSULTANT shall notify COUNTY in writing if anticipated scope or regulatory developments could materially affect programmed federal funding or require amendment of previously approved environmental documentation.

- Develop and manage a Project Schedule outlining all tasks and subtasks with CONSULTANT's internal quality control process and COUNTY review checkpoints.
- Update the project schedule quarterly or as needed, and ensure COUNTY receives all updates.
- Monitor and manage the project budget and subCONSULTANT contracts.

## Deliverables:

- Initial project schedule
- Quarterly schedule updates
- Budget tracking documentation

**TASK 2: SURVEY****~~Task 2.1: Topographic and Boundary Survey~~**

No additional survey services are anticipated under this task. The CONSULTANT shall rely on existing survey data. Any supplemental survey work shall be performed only upon written authorization by COUNTY.

**~~Task 2.2: Right-of-Way Surveys~~**

No additional survey services are anticipated under this task. The CONSULTANT shall rely on existing survey data. Any supplemental survey work shall be performed only upon written authorization by COUNTY.

**Task 2.3: Monument Preservation**

Preserve and re-establish survey monuments within the project area.

## Deliverables:

- Record of Survey showing preserved monuments
- Post-construction monument verification report

**TASK 3: ENVIRONMENTAL STUDIES AND DOCUMENTATION****~~Task 3.1: Preliminary Environmental Study (PES)~~**

The Preliminary Environmental Study (PES) has been completed as part of prior project development efforts. No additional PES work is anticipated under this task. The CONSULTANT shall rely on existing PES documentation. Any updates or revisions, if required, shall be performed only upon written authorization by COUNTY.

**~~Task 3.2: NEPA Compliance~~**

NEPA compliance activities are nearing completion, with issuance of a Categorical Exclusion (CE) anticipated within the next several weeks. Section 7 consultation with NMFS is being conducted concurrently. No additional NEPA documentation is anticipated under this task. The CONSULTANT shall support incorporation of final NEPA determinations, commitments, and permit conditions into the project design and PS&E as applicable. Any additional NEPA-related services shall be performed only upon written authorization by COUNTY.

**Task 3.3: Agency Coordination and Consultation**

3.3.1 Initial Coordination with Agencies – Limited to coordination necessary to maintain consistency with approved NEPA documentation and to support remaining permit approvals. Initiation of new federal consultation processes is not included unless directed in writing by COUNTY.

3.3.2 Documenting Communication and Follow-ups – Maintain documentation of coordination efforts and ensure commitments made during NEPA and permitting processes are reflected in final design documents.

3.3.3 Securing Regulatory Approvals – At the time of contract execution, federal consultation under Section 7 of the Endangered Species Act may be ongoing or complete.

If consultation is complete, the CONSULTANT shall incorporate the terms and conditions of the Biological Opinion into final design documents and PS&E.

If consultation remains ongoing at the time of contract execution, the CONSULTANT shall support COUNTY in coordinating with NMFS to complete consultation and shall incorporate resulting terms and conditions into final design documents.

Reinitiation of Section 7 or Section 106 consultation is not included unless authorized by COUNTY.

**Deliverables:**

- Agency coordination log
- Comment response documentation
- Biological Opinion integration memorandum (if applicable)

**Task 3.4: Environmental Documentation (CEQA)**

Environmental technical studies supporting the project have been completed as part of the NEPA environmental process. The CONSULTANT shall utilize existing studies and documentation to prepare and process the CEQA environmental document.

The CONSULTANT shall prepare an Initial Study/Mitigated Negative Declaration (IS/MND) consistent with completed environmental technical studies and approved NEPA documentation.

The CONSULTANT shall not initiate new environmental technical studies unless directed in writing by COUNTY.

3.4.1 Preparation of Initial Study / Mitigated Negative Declaration (IS/MND) – Prepare the Draft Initial Study/Mitigated Negative Declaration (IS/MND) using previously completed environmental technical studies and environmental commitments.

---

The CONSULTANT shall ensure mitigation measures, environmental commitments, and permit conditions are accurately reflected in the document.

Deliverables:

- Administrative Draft IS/MND
- Draft IS/MND for public circulation

3.4.2 Public Circulation – Support COUNTY in circulating the Draft IS/MND for the required public review period.

Prepare and distribute the Notice of Intent (NOI) and assist COUNTY with required noticing procedures.

Deliverables:

- Notice of Intent
- Public circulation materials

3.4.3 Response to Comments – Compile and respond to comments received during the public review period and revise the environmental document as necessary.

Deliverables:

- Comment response matrix
- Revised environmental document

3.4.4 Final Environmental Documentation – Prepare the Final IS/MND and supporting documentation for COUNTY approval and filing.

Assist COUNTY in preparing the Notice of Determination (NOD).

Deliverables:

- Final IS/MND
- Mitigation Monitoring and Reporting Program (MMRP)
- Notice of Determination

### **Task 3.5: Permitting**

The CONSULTANT shall prepare permit application packages and supporting technical documentation required for regulatory approvals associated with the project. The COUNTY will serve as the primary agency contact and will coordinate directly with permitting agencies unless otherwise directed.

The CONSULTANT shall assist the COUNTY by preparing application materials, responding to agency technical questions, and revising application documents as necessary to support permit issuance.

3.5.1 Preparing Section 404 and 401 Permit Applications

3.5.2 Preparing CDFW Section 1602 Agreements

3.5.3 Preparing Coastal Zone Consistency Determinations

3.5.4 Preparing Encroachment Permit Applications

3.5.5 Coordinating Permit Approvals

#### Deliverables

- Permit application packages
- Supporting technical documentation
- Responses to agency technical comments

## **TASK 4: GEOTECHNICAL INVESTIGATIONS**

### **Task 4.1: Preliminary Subsurface Investigations**

Preliminary subsurface investigations have been completed as part of prior project development efforts. No additional preliminary investigations are anticipated under this task. The CONSULTANT shall rely on existing geotechnical data and documentation. Any supplemental investigation work shall be performed only upon written authorization by COUNTY.

### **Task 4.2: Field Investigations**

Field investigations have been completed as part of prior project development efforts. No additional field investigation activities are anticipated under this task. Any supplemental field work required to support final design shall be performed only upon written authorization by COUNTY.

### **Task 4.3: Geotechnical Design Parameters**

Geotechnical design parameters have been developed as part of prior project development efforts. The CONSULTANT shall utilize existing geotechnical recommendations and parameters in advancing final design. No additional geotechnical analysis is anticipated under this task unless required to support final design and authorized in writing by COUNTY.

### **Task 4.4: Foundation Recommendations**

Foundation recommendations have been developed as part of prior project development efforts. The CONSULTANT shall incorporate these recommendations into final design and PS&E development. No additional foundation analysis is anticipated under this task unless authorized in writing by COUNTY.

**Task 4.5: Construction Phase Geotechnical Support**

Provide geotechnical support during construction to address subsurface uncertainties. This includes:

- Review of contractor submittals related to geotechnical aspects.
- Recommendations for unexpected subsurface conditions.

Deliverables:

- Construction observation reports
- Revised recommendations (if required)

**TASK 5: HYDROLOGY AND HYDRAULICS**

Hydrology and hydraulic analyses have been substantially completed as part of prior project development efforts. No additional hydrologic or hydraulic modeling is anticipated under this task at the time of contract execution. The CONSULTANT shall utilize and incorporate existing analyses into final design and PS&E development. Limited updates or refinements may be required to support final design or permit conditions and shall be performed only upon written authorization by COUNTY

**TASK 6: UTILITY COORDINATION**

No utility conflicts have been identified within the project limits. No utility coordination services are anticipated under this task.

**TASK 7: PROJECT DESIGN****Task 7.1: Preliminary Design Alternatives**

Preliminary design alternatives have been evaluated as part of prior project development efforts. The CONSULTANT shall utilize and refine the preferred alternative and supporting documentation developed to date. Re-evaluation of alternatives is not anticipated under this task and shall be performed only upon written authorization by COUNTY.

**Task 7.2: Type Selection Process**

- 7.2.1 Draft Bridge Type Selection Report – A Draft Type Selection Report (TSR) has been completed and reviewed by Caltrans Structure Local Assistance (SLA), and review comments have been provided.

The CONSULTANT shall:

- Review the existing Draft TSR and SLA comments.
- Prepare a written comment response matrix.
- Revise the TSR as necessary to address comments.
- Update supporting preliminary engineering exhibits as needed to reflect refinements.

---

The CONSULTANT shall build upon the existing Draft TSR and shall not revisit previously approved project alternatives unless directed in writing by COUNTY.

Deliverables:

- Comment response matrix
- Revised Draft TSR
- Final TSR with concurrence
- Updated preliminary layout exhibits (as necessary to support concurrence)

7.2.2 Type Selection Meeting – Conduct a meeting to review alternatives and facilitate the selection of a preferred type for final design.

Deliverables:

- Meeting minutes summarizing discussions and final recommendations

7.2.3 Final Bridge Type Selection Report – Following the Type Selection Meeting, the CONSULTANT shall finalize the Bridge Type Selection Report (TSR) incorporating comments from the COUNTY, Caltrans Structure Local Assistance (SLA), and other members of the Project Development Team.

The CONSULTANT shall update supporting preliminary engineering exhibits necessary to document the selected bridge type and advance the project into final design.

The CONSULTANT shall not revisit previously evaluated project alternatives unless directed in writing by the COUNTY.

Deliverables:

- Final Bridge Type Selection Report
- Comment response matrix documenting resolution of review comments
- Updated preliminary layout and geometry exhibits supporting the selected bridge type

### **Task 7.3: 65% PS&E (Plans, Specifications, and Estimate)**

Advance the approved bridge type and preferred alternative to approximately 65% completion.

Work shall include development and refinement of:

- Structural design calculations and plans
- Roadway alignment and profile
- Grading and drainage
- Stormwater management features

- Traffic handling concepts
- Utility coordination updates
- Erosion and sediment control plans
- Updated quantities and Engineer's Estimate

The CONSULTANT shall integrate environmental commitments, permit conditions, and right-of-way constraints into the design.

Deliverables:

- Draft 65% PS&E Package
- Updated Engineer's Estimate
- Constructability review memorandum

#### **Task 7.4: 90% PS&E**

Incorporate review comments from the 65% submittal and advance the design to 90% completion.

Work shall include:

- Completion of detailed structural plans
- Finalized roadway and drainage details
- Specification refinement
- Final utility coordination
- Updated quantities and cost estimate
- Internal Quality Control review

Deliverables:

- Draft 90% PS&E Package
- Updated Engineer's Estimate
- Quality Control / Constructability Review Report

#### **Task 7.5: Independent Design Check (IDC)**

Perform an Independent Design Check in accordance with Caltrans requirements for locally delivered bridge projects.

The IDC shall be completed prior to final PS&E submittal and shall include review of critical structural elements and design assumptions.

Deliverables:

- IDC Report
- Documentation of design revisions resulting from IDC

#### **Task 7.6: 100% PS&E**

Incorporate all review comments and prepare complete, bid-ready contract documents.

Deliverables:

- Final signed and sealed plans
- Final specifications
- Final Engineer’s Estimate
- Contract bid package suitable for advertising

**TASK 8: RIGHT OF WAY SUPPORT SERVICES**

---

The CONSULTANT shall provide engineering and technical support services necessary to facilitate right-of-way acquisition for the project.

Right-of-way acquisition activities may be performed by the CONSULTANT’s subconsultant or by the COUNTY’s on-call right-of-way consultant. Regardless of structure, the CONSULTANT shall coordinate right-of-way activities with project design and schedule requirements.

**Task 8.1: Right-of-Way Engineering Support**

Review and update right-of-way exhibits and legal descriptions prepared to date and refine them as necessary to support appraisal and acquisition.

Prepare additional right-of-way engineering documents as required.

Deliverables:

- Updated right-of-way exhibits
- Legal descriptions (if required)
- Right-of-way mapping updates

**Task 8.2: Right-of-Way Acquisition Support**

Provide technical support for right-of-way acquisition activities including coordination with appraisers, preparation of acquisition support materials, and assistance with right-of-way certification documentation.

The CONSULTANT shall coordinate with the COUNTY and any right-of-way consultants to ensure right-of-way activities remain consistent with project schedule requirements.

Deliverables:

- Appraisal support materials
- Acquisition support documentation
- Right-of-way certification support

**TASK 9: CONSTRUCTION DESIGN SUPPORT**

---

The CONSULTANT shall provide limited Construction Design Support services during the bidding and construction phases. These services are intended to clarify design intent and assist the COUNTY in resolving design-related questions. Construction management, inspection, and contract administration services are not included in this task or under this contract.

**Task 9.1: Bid Phase Support**

Respond to Requests for Information (RFIs) during the advertisement and bidding period.

Assist COUNTY in preparing clarifications or addenda as required.

Deliverables:

- RFI response log
- Draft addenda (if required)

**Task 9.2: Submittal Reviews**

Review contractor submittals and shop drawings for general conformance with the design intent of the contract documents.

Reviews shall be limited to design conformance and shall not relieve the contractor of responsibility for means, methods, techniques, sequences, or safety.

Deliverables:

- Submittal review log
- Written review comments

**Task 9.3: Construction RFIs and Design Clarifications**

Respond to construction-phase RFIs related to design interpretation.

Provide written clarifications or minor design revisions as necessary to address field conditions, subject to COUNTY approval.

Deliverables:

- RFI response log
- Design clarification memoranda
- Revised drawings (if required)

**Task 9.4: Site Visits and Field Coordination**

The CONSULTANT shall attend site meetings and perform field visits, as needed, to support construction and to evaluate field conditions as they relate to the design intent, design assumptions, and interpretation of the contract documents. Site visits may be conducted at the request of the COUNTY or at the discretion of the CONSULTANT to address design-related issues, respond to Requests for Information (RFIs), and support resolution of field conditions.

Site visits are intended to observe general conformance with the design and to inform design-related decision-making. Such visits do not constitute construction inspection, supervision, or responsibility for construction means, methods, techniques, sequences, or procedures.

## Deliverables:

- Field observation memorandum or written summary of findings (if requested by COUNTY)

**Task 9.5: Record Drawing Review**

Review contractor-provided record drawings for general consistency with approved design revisions.

## Deliverables:

- Comments on record drawings

**[END SCOPE OF SERVICES]**

**APPENDIX 2  
SOQ EVALUATION CRITERIA AND SCORING FORM**

**RFQ NO. 260005  
BRICELAND ROAD BRIDGE REPLACEMENT PROJECT OVER MATTOLE RIVER  
MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION**

Consultant Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

		Rating Scale
1	Poor	SOQ fails to adequately address RFQ requirements. Significant deficiencies in understanding, approach, or team qualifications. High probability of unsuccessful performance.
2	Marginal	SOQ partially meets RFQ requirements but contains notable weaknesses, unclear elements, or insufficient detail. Risk factors are not adequately addressed. Raises concerns regarding ability to successfully deliver without significant oversight or clarification.
3	Acceptable	SOQ meets RFQ requirements and demonstrates general understanding of the project. Approach is adequate and appears capable of achieving objectives. May rely on some generic language but contains sufficient substance to demonstrate capability.
4	Strong	SOQ demonstrates clear and thoughtful understanding of project requirements. Addresses major risks and technical considerations. Team is well qualified and approach is sound. Minor weaknesses may exist but do not raise concern regarding successful delivery.
5	Exceptional	SOQ demonstrates a superior and project-specific understanding. Identifies key risks and constraints with clear mitigation strategies. Approach is innovative where appropriate and clearly exceeds RFQ expectations. Team qualifications are directly aligned with project needs. Provides strong confidence of successful delivery with minimal oversight required.

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
Completeness of Response (Pass/Fail – Not Scored)				
1	Project Understanding		35%	
2	Project Development Team		30%	
3	Project Work Plan		15%	
4	Project Schedule		10%	
5	Relevant Federally Funded Bridge Experience		5%	
6	References		5%	
			Score Total	

Highest Score Total is 5

Comments:

---



---



---



---



---

Scoring: (To be performed by the Department of Transportation)				
Weight	X	*Rating (per Scale)	=	Points Total
*Rating Scale: 5 = Exceptional 4 = Strong 3 = Acceptable 2 = Marginal 1 = Poor				

The Evaluation Criteria Summary and their respective weights are as follows:

Completeness of Response (Pass/Fail)

- Responses to this RFQ must be complete. Responses must include the SOQ content requirements identified within this RFQ and subsequent addenda and address each of the items listed below. SOQs that are incomplete will be rated a Fail in the Evaluation Criteria, and will receive no further consideration.

### **1. Project Understanding and Approach (35%)**

The Consultant shall demonstrate a thorough and project-specific understanding of the Briceland Road Bridge Replacement Project over the Mattole River (Bridge No. 10C0181), including its authorization history, environmental development, and current status.

Evaluation will consider:

- Demonstrated understanding of completed NEPA work and the importance of maintaining federal continuity.
- Identification of key project risks (technical, environmental, regulatory, right of way, funding, constructability, and schedule-related) and proposed mitigation strategies.
- Understanding of final design coordination requirements, including integration of permit conditions into PS&E.
- Awareness of Caltrans District 1 Local Assistance procedures and federal delivery requirements.
- Overall clarity, depth, and project-specific analysis.

Generic statements of capability will not be scored favorably.

### **2. Project Development Team (30%)**

Evaluation will focus on the strength, experience, and organization of the proposed team.

Considerations include:

- Qualifications and demonstrated experience of the Project Manager in delivering federally funded bridge replacement projects under Caltrans Local Assistance procedures.
- Relevant experience of key discipline leads (structural, roadway, environmental coordination, right of way support).
- Demonstrated experience working together as a team on similar projects.
- Clarity of roles and responsibilities.
- Availability and level of commitment of key personnel.

Emphasis will be placed on the experience of individuals proposed for this project rather than general firm qualifications.

### **3. Project Work Plan (15%)**

Evaluation will consider the clarity, completeness, and efficiency of the proposed Project Work Plan.

Considerations include:

- Logical task organization aligned with Section XI – Scope of Services.
- Clear identification of deliverables for each phase.
- Efficient advancement through CEQA, Type Selection, final PS&E, permitting, and construction design support.
- Avoidance of duplication of previously completed environmental analysis unless specifically required.

The Work Plan should reflect a disciplined and efficient path to construction.

### **4. Project Schedule (10%)**

Evaluation will consider the realism and sequencing of the proposed project schedule.

Considerations include:

- Clear identification of major milestones (CEQA, TSR, 60%, 90%, Final PS&E).
- Logical sequencing of permitting, right of way coordination, and regulatory reviews.
- Realistic durations for agency reviews and approvals.
- Demonstrated understanding of time-sensitive federal funding considerations.

Schedules that appear overly compressed or lacking regulatory awareness may be scored lower.

### **5. Relevant Federally Funded Bridge Experience (5%)**

Evaluation will consider demonstrated experience delivering bridge replacement projects funded through Caltrans Local Assistance and/or the Highway Bridge Program (HBP).

Emphasis will be placed on:

- Successful advancement through final PS&E and construction.
- Experience coordinating with Caltrans District Local Assistance.
- Experience maintaining compliance with federal requirements.

General corporate experience not directly related to federally funded bridge delivery will be weighted less heavily.

#### **6. References (5%)**

References will be evaluated to confirm the Consultant's performance on similar projects.

Considerations include:

- Quality of work.
- Adherence to schedule and budget.
- Responsiveness and coordination with public agencies.
- Overall client satisfaction.

References will serve primarily as verification of qualifications presented in the SOQ.

**APPENDIX 3  
SAMPLE MENDOCINO COUNTY PROFESSIONAL SERVICES AGREEMENT**

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONSULTANTS to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit A, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A    Definition of Services**
- Exhibit B    Payment Terms**
- Exhibit C    Insurance Requirements**
- Exhibit D    Mendocino County ePayables Information**
- Exhibit E    A&E Boilerplate Language For Local Assistance Federal-Aid Projects**

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through \_\_\_\_\_, 20 .

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: \_\_\_\_\_  
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: \_\_\_\_\_

Budgeted:  Yes  No

Budget Unit:

Line Item:

Org/Object Code:

Grant:  Yes  No

Grant No.:

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

INSURANCE REVIEW:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

CONSULTANT/COMPANY NAME

By: \_\_\_\_\_  
SIGNATURE

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
COUNTY COUNSEL

Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: \_\_\_\_\_  
Deputy CEO or Designee

Date: \_\_\_\_\_

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent CONSULTANTS and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs,

liabilities, and losses whatsoever that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, recklessness or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULTANT's officers, employees, agents and subconsultants.

3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subCONSULTANTS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subCONSULTANTS' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written

report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-CONSULTANT, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other Agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subCONSULTANTS or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take

such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT’s services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY’s rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

- 9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
- 10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
 Department of  
 Ukiah, CA 95482  
 Attn:

To CONSULTANT: [Name of CONSULTANT]  
 [Number and Street]  
 [City, State, Zip Code]  
 Attn:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subCONSULTANTS have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements,

written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subCONSULTANT(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subCONSULTANTS with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subCONSULTANTS.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will

not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware (“CONSULTANT PRODUCTS”) to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A  
DEFINITION OF SERVICES**

CONSULTANT shall provide the following services:

*The Scope of Work developed by CONSUTLANT and agreed upon by COUNTY during contract negotiations will be included in its entirety here under "Exhibit A – Definition of Services".*

[END OF DEFINITION OF SERVICES]

---

**EXHIBIT B  
PAYMENT TERMS**

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the attached Consultant Cost Proposal. Direct Labor Costs, Indirect Cost Rates and Fixed Fee may only be altered by approval from COUNTY and through a contract amendment.
2. CONSULTANT's statement of charges shall be submitted to COUNTY monthly.
3. The method of payment for this agreement is Actual Cost Plus Fixed-Fee.
4. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
7. CONSULTANT agrees to adhere to the following Invoicing Procedure:
  - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
  - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
  - Invoices shall be similar in format to the Sample Invoice included in these Payment Terms, including subCONSULTANT invoices.
  - CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
  - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
  - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
  - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.

- COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses.
- If an expense report is used, values on the report must match the receipts. Items on a receipt not listed for reimbursement must be crossed out and initialed by CONSULTANT seeking the reimbursement and the new total noted.
- CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
- Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.
- All charges accumulated within COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

**SAMPLE INVOICE**

(Provide a header with CONSULTANT’s name, address and telephone number)

**INVOICE**

County of Mendocino  
 Department of Transportation  
 340 Lake Mendocino Dr  
 Ukiah, CA 95482  
 Attn: *DOT Bridge Project Manager*  
 MCDOT Project No.: BRLO-5910(147)  
 Fort-Bragg Sherwood Road Bridge  
 Replacement Project  
 Services Period: 1Nov22-30Nov22  
 Services Performed:

Invoice No.: 123456  
 Date: 17 December  
 Consultant Contract 2015  
 No.: XYZ  
  
 MCDOT Contract 240035  
 No.:

**Consultant Charges**

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
	Direct Cost Subtotal			\$54.92
	Indirect Cost Rate		103.57	<u>\$56.88</u>
	Direct and Indirect Costs		%	\$111.80
	Subtotal			<u>\$11.18</u>
	Fixed Fee		10.00%	\$122.98

**Reimbursables**

Mileage				\$0.64
Shipping				<u>\$17.51</u>
	Reimbursables Subtotal			\$18.15

(Your firm name) Invoice Total \$141.13

**Subconsultant Charges**

Subconsultant 1, Invoice 1				\$1,250.00
Subconsultant 1, Invoice 2				\$500.00
Subconsultant 2				<u>\$250.00</u>
				\$2000.00
	Subconsultant subtotal			<u>\$2,141.13</u>

**Total Due This Invoice**

**Billing Status**

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
-----------------	---------------------	------------------------	------------------	------------------	-------------------

Signed: \_\_\_\_\_  
 (Name)

[END OF PAYMENT TERMS]

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
  
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

**EXHIBIT D**  
**MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.gov](mailto:Auditorap@mendocinocounty.gov)

**EXHIBIT E  
A&E BOILERPLATE AGREEMENT LANGUAGE  
(For Local Assistance Federal-Aid Projects)**

**EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.**

**THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.**

**THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.**

*[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]*

**TABLE OF CONTENTS**

ARTICLE I INTRODUCTION .....59

ARTICLE II CONSULTANT’S REPORTS OR MEETINGS..... 60

ARTICLE III STATEMENT OF WORK .....61

ARTICLE IV PERFORMANCE PERIOD ..... 62

ARTICLE V ALLOWABLE COSTS AND PAYMENTS .....63

ARTICLE VI TERMINATION .....67

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS .....68

ARTICLE VIII RETENTION OF RECORD/AUDITS .....68

ARTICLE IX AUDIT REVIEW PROCEDURES .....69

ARTICLE X SUBCONTRACTING .....70

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES.....72

ARTICLE XII STATE PREVAILING WAGE RATES.....72

ARTICLE XIII CONFLICT OF INTEREST .....76

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.....77

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING.....77

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.....78

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....79

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION ..... 79

ARTICLE XIX INSURANCE ..... 80

ARTICLE XX FUNDING REQUIREMENTS ..... 81

ARTICLE XXI CHANGE IN TERMS ..... 81

ARTICLE XXII CONTINGENT FEE ..... 81

ARTICLE XXIII DISPUTES ..... 81

ARTICLE XXIV INSPECTION OF WORK ..... 82

ARTICLE XXV SAFETY ..... 82

ARTICLE XXVI OWNERSHIP OF DATA..... 83

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR..... 83

ARTICLE XXVIII CONFIDENTIALITY OF DATA ..... 84

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION ..... 85

ARTICLE XXX EVALUATION OF CONSULTANT ..... 85

ARTICLE XXXII TITLE VI ASSURANCES ..... 85

APPENDIX A..... 85

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY..... 87

(HABENDUM CLAUSE)..... 87

APPENDIX C CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE ACTIVITY, FACILITY, OR PROGRAM..... 88

APPENDIX D CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM..... 88

APPENDIX E ..... 89

ARTICLE XXXIII NOTIFICATION ..... 90

ARTICLE XXXIV CONTRACT..... 91

ARTICLE XXXV SIGNATURES ..... 92

**ARTICLE I INTRODUCTION**

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

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

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

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- A. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- D. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be

made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. 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 CONSULTANT'S REPORTS OR MEETINGS**

*[Choose either Option 1 or Option 2]*

*[Option 1 - Use paragraphs A & B below for standard AGREEMENTs]*

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

*[Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

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

**ARTICLE III STATEMENT OF WORK**

*[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]*

**A. CONSULTANT Services**

*[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.*

*Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]*

**B. Right of Way**

*[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]*

**C. Surveys**

*[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]*

**D. Subsurface Investigations**

*[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]*

**E. Local Agency Obligations**

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

**F. Conferences, Site Visits, Inspection of Work**

This AGREEMENT provides for conferences as needed, visits to the site, and inspection

of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

*[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]*

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

**ARTICLE IV PERFORMANCE PERIOD**

*[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]*

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

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

*[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]*

M. The period of performance for each specific project shall be in accordance with the Task

Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

## ARTICLE V ALLOWABLE COSTS AND PAYMENTS

*[Choose either Option 1, 2, 3, or 4]*

*[Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements]*

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- N. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT'S agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- O. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- P. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- Q. 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.
- R. 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 Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- S. No payment will be made prior to approval of any work, nor for any work performed prior

to approval of this AGREEMENT.

T. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY’s Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- U. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- V. 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.

*[Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project].*

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT’s field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be

adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

*[Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.]*

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

- E. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. [Local Agency to include either (a) or (b) below; delete the other one]
  - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
  - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates

as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

(LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[Option 4 - Use paragraphs A through E below for lump sum agreements.

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

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY’S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT’s work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

**ARTICLE VI TERMINATION**

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals,

inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including

the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 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, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator 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 AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a

resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as

it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15<sup>th</sup> of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

- F. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for

good cause and with the LOCAL AGENCY’s prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY’s Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

**ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered

or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their

respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those

employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

1. Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any

financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

*[Include this article in all AGREEMENTs where federal funding will exceed \$100,000. If less than \$100,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]*

- A. The 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 the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. 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.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

CONSULTANT, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

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 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Local Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions; and/or
- (3) Disqualifying CONSULTANT from future proposing as non-responsible

## ARTICLE XIX INSURANCE

[Choose either Option 1 or Option 2]

[Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.]

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

[Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.]

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

**ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

**ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.

**ARTICLE XXII CONTINGENT FEE**

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

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

*[Choose either Option 1 or Option 2]*

*[Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal]*

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

*[Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E]*

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

**ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

**ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

*[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]*

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from

CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, 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 AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

*[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]*

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information,

including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §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 XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. 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 AGREEMENT record.

#### **ARTICLE XXXII TITLE VI ASSURANCES**

##### **APPENDICES A - E of the TITLE VI ASSURANCES**

*[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

*The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.*

*The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:*

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

##### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of

Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect

the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B  
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C  
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE  
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D  
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER  
THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of

the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

#### APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

##### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT 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)

LOCAL AGENCY:

\_\_\_\_\_

\_\_\_\_\_

(LOCAL AGENCY)

\_\_\_\_\_

(NAME) \_\_\_\_\_ , Contract Administrator

\_\_\_\_\_

(ADDRESS)

\_\_\_\_\_

**ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT 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 AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXV SIGNATURES**

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

\_\_\_\_\_  
(Signature)

(Name of Signer)

\_\_\_\_\_  
(Signature)

(Name of Signer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
SOQ SUMMARY & STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION

RFQ No. 260005

BRICELAND ROAD BRIDGE REPLACEMENT OVER MATTOLE RIVER



RFQ No.	260005
RFQ Issue Date:	March 19, 2026
RFQ Submission Deadline:	April 10, 2026

SOQs must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260005", and delivered by 2:00 p.m. April 10, 2026 to:

Mendocino County Department of Transportation,  
Attn: Rygg Larsen  
340 Lake Mendocino Drive  
Ukiah, CA 95482.

**Questions regarding this RFQ should be directed to:**

Procedural and Technical inquires:

Rygg Larsen  
LarsenR@MendocinoCounty.gov

This SOQ Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your SOQ. SOQs submitted without this page will be deemed non-responsive.

**Consultant Authorized Representative**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Email: \_\_\_\_\_

**RFQ Contact Information (if different then above)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**CERTIFICATIONS:**

- 1. Do you agree to comply with specifications, RFQ instructions, draft contract requirements and other pertinent references contained in this RFQ?  
 YES  NO
- 2. Do you agree that the SOQ will stand firm and will not be withdrawn for a period of 120 days after the SOQ is opened?  
 YES  NO
- 3. Do you certify that all statements in the SOQ are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
 YES  NO
- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
 YES  NO
- 5. Do you agree that the SOQ amount includes all costs incident to the proposed contract?  
 YES  NO
- 6. The County of Mendocino has adopted a Local Consultant Preference. Does your company meet the criteria for the five percent cost preference as a local consultant for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?  
 YES  NO
- 7. Do you agree to be an ePayable as described in Appendix 3 - Sample Mendocino County Contract?  
 YES  NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____ (PRINTED NAME)
Signature: _____

Date: _____
-------------

**ATTACHMENT B  
SOQ CHECK LIST/TABLE OF CONTENTS**

This SOQ checklist identifies the various components that must be submitted with your SOQ. This form is to be completed and included in the SOQ and must be located directly behind Attachment A.

Follow this sequence in presenting your SOQ with the checklist serving as your table of contents.

SOQ Check List/Table of Contents	Page No.
Signature Page (Attachment A)	
SOQ Check List/Table of Contents (Attachment B)	
Project Understanding	
Project Work Plan	
Project Development Team	
Staff Resumés	
Project Schedule	
Conflict of Interest Statement	
Letters of Reference (Attachment C)	
Exceptions to the RFQ (Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (Attachment E)	
Certification of Indirect Costs and Financial Management System (Attachment F)	
Insurance Coverage (Certificate of Insurance)	
Acknowledgment of Addenda (if applicable)	

**ATTACHMENT C  
LETTERS OF REFERENCE**

Please list the references (minimum of three (3)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)



**ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION**

---

The undersigned certifies, under penalty of perjury, that this SOQ has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Consultant)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_, 2025  
Date

**ATTACHMENT F  
CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant’s Full Legal Name: \_\_\_\_\_

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate (ICR):**

Combined Rate: \_\_\_\_\_ Or

Home Office Rate: \_\_\_\_\_ and Field Office Rate (if applicable): \_\_\_\_\_

Facilities Capital Cost of Money (if applicable): \_\_\_\_\_

Fiscal Period:\* \_\_\_\_\_

\* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is \_\_\_\_\_
- Years of consultant’s experience with 48 CFR Part 31 is \_\_\_\_\_
- Identify the type of audits listed below that the consultant has had performed (if applicable):  
 Cognizant ICR Audit     Local Govt ICR Audit     Caltrans ICR Audit   
 CPA ICR Audit     Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: \_\_\_\_\_ Title\*\*: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone\*\*: \_\_\_\_\_ Email\*\*: \_\_\_\_\_

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency’s invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.