

COUNTY OF MENDOCINO

2026 QUADRENNIAL GEOTECHNICAL SUPPORT

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION • UKIAH, CA 95482 •

REQUEST FOR QUALIFICATIONS



RFQ No.

DOT #260012

RFQ Issue Date:

May 4, 2026

RFQ Submission Deadline:

June 2, 2026

Issued by:

Department of Transportation



REQUEST FOR QUALIFICATIONS
2026 QUADRENNIAL GEOTECHNICAL SUPPORT

RFQ No. DOT #260012
RFQ Issue Date: May 4, 2026
RFQ Submission Deadline: June 2, 2026

TABLE OF CONTENTS

I. INTENT3

II. DEFINITIONS3

III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES.....4

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT.....5

V. MODIFICATIONS OR WITHDRAWAL OF SOQs6

VI. SCHEDULE OF ACTIVITIES6

VII. SELECTION PROCESS6

VIII. SELECTION CRITERIA7

IX. AWARD AND CONTRACT INFORMATION8

X. BACKGROUND INFORMATION9

XI. SCOPE OF SERVICES9

XII. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT.....9

XIII. FORMAT OF COST PROPOSAL..... 13

XIV. CONTRACT..... 14

XV. REJECTION OF STATEMENT OF QUALIFICATIONS 16

XVI. GENERAL CONDITIONS 16

XVII. LIST OF ATTACHMENTS 17

APPENDIX 1 - SCOPE OF SERVICES

APPENDIX 2 - SOQ EVALUATION CRITERIA AND SCORING FORM

APPENDIX 3 - SAMPLE MENDOCINO COUNTY PROFESSIONAL SERVICES AGREEMENT

I. INTENT

The Mendocino County Department of Transportation (County) is soliciting Statements of Qualifications (SOQs) from qualified geotechnical engineering firms to provide on-call geotechnical support services on an as-needed basis. Services will be assigned through individual task orders for specific projects or assignments, as determined by the County.

Firms shall demonstrate relevant experience and technical competence by providing examples of comparable work that reflect their knowledge of applicable procedures, standards, and practices associated with geotechnical engineering services for public infrastructure projects.

This procurement will be conducted using a One-Step Request for Qualifications (RFQ) process, in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual. Selection will be based on qualifications only. Following ranking, the County will enter into negotiations with the highest-ranked firm(s) to establish a detailed scope of work and fair and reasonable compensation in accordance with applicable federal and state requirements.

The County intends to award one or more on-call professional services agreements with a combined maximum total compensation not-to-exceed Four Hundred Thousand Dollars (\$400,000) for all agreements issued under this solicitation. No minimum amount of work is guaranteed under this RFQ.

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.

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 personnel/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**Submission Requirements**

Consultants shall submit four (4) copies of their Statement of Qualifications (SOQ): three (3) complete paper copies with original Consultant signature, and one (1) complete copy on USB flash drive. The SOQ shall be formatted in accordance with the instructions of this RFQ.

Promotional materials may be included but are not required and will not be considered as meeting any of the requirements of this RFQ.

SOQs shall be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260012," and delivered by **2:00 PM on June 2, 2026** to:

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

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.

The unauthorized use of the County's official logo is strictly prohibited.

General Requirements

Consultants are responsible for reviewing all provisions, specifications, and instructions contained in this RFQ. Failure to do so shall be at the Consultant's risk. All SOQs must be dated and signed by a representative authorized to enter into contracts on behalf of the Consultant and shall remain valid for a period of not less than one-hundred and twenty (120) days from the submission deadline.

All costs incurred in the preparation of an SOQ, including any site visits or related activities, shall be the sole responsibility of the Consultant. All SOQs, correspondence, and materials submitted in response to this RFQ shall become the property of the County and may be subject to disclosure in accordance with the California Public Records Act.

Consultants shall comply with all applicable federal, state, and local laws and regulations associated with this RFQ and any resulting contract. The successful Consultant will be subject to verification of non-debarment in accordance with applicable federal requirements.

Time periods stated in this RFQ shall be interpreted as calendar days unless otherwise specified. The County encourages participation in its ePayables program as its preferred method of payment.

Required Submittal Components

Consultants are required to submit with their SOQ:

- Attachment A – SOQ Summary and Statement of Responsibility
- Attachment B – SOQ Checklist/Table of Contents
- Understanding of Services and Approach
- Work Plan
- Consultant Team and Key Personnel
- Sample Schedule
- Conflict of Interest Statement
- Attachment C – Reference
- Attachment D – Exceptions to RFQ
- Attachment E – Certificate of Non-collusion
- Insurance coverage or evidence of ability to meet the County’s insurance requirements
- Acknowledgement of receipt of addenda (if applicable)

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

All questions regarding this RFQ should be submitted in writing by e-mail to:

Tyler Franz
Mendocino County Department of Transportation
FranzT@mendocinocounty.gov

The deadline for submitting written inquiries regarding this RFQ is indicated in Section VI - SCHEDULE OF ACTIVITIES.

Questions will be answered as quickly as practicable. A summary of all questions and responses will be posted alongside this RFQ 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. Only answers to questions communicated by formal written addenda will be binding.

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

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

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.

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.

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	May 4, 2026
Inquiry Deadline	May 21, 2026
RFQ Submission Deadline	June 2, 2026
Consultant Selection and Notification	June 9, 2026
County Board of Supervisors Approval of Agreement	July 21, 2026
Approximate Contract Start Date	July 27, 2026

VII. SELECTION PROCESS

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

- The SOQs must adhere to the instructions and format as specified in this RFQ.
- 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.

- Consultants may be required to make an oral presentation and interview before final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.
- False, incomplete, or unresponsive statements in an SOQ may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

Selection of Consultant(s) and subsequent contract award(s) will be based on the criteria contained in this RFQ, as demonstrated in the submitted SOQs. Consultants shall provide sufficient information to allow the County to evaluate qualifications in accordance with the stated criteria. Failure to provide required information may result in the SOQ being deemed non-responsive.

This procurement will be conducted in accordance with all applicable federal, state, and local laws and regulations governing qualifications-based selection of professional services.

The County anticipates receiving two or more responsive SOQs for this solicitation. If fewer than two responsive SOQs are received, the County may determine that adequate competition has not been achieved and may elect to re-advertise or proceed in accordance with applicable procurement procedures.

SOQ Review and Evaluation Process

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:

- Demonstrated understanding of the requested services and the adequacy of the proposed approach
- Relevant experience of the Consultant in performing similar work and the quality of past performance
- Qualifications and professional certifications of key personnel
- Responsiveness to the requirements of this RFQ
- All criteria identified in Appendix 2 – SOQ Evaluation Form

At its sole discretion, the County 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**General Provisions**

The County hereby notifies all Consultants that it will affirmatively ensure 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. The selected Consultant shall comply with all applicable nondiscrimination requirements in the performance of any resulting contract.

The County reserves the right to reject any or all SOQs and to waive any irregularities if deemed to be in the best interest of the County. The County will select the Consultant whose SOQ is determined to be the most qualified and in the best interest of the County and its residents. The County shall be the sole judge in making such determinations.

Prior to final selection, Consultants may be required to submit additional information deemed necessary by the County to evaluate qualifications. All SOQs and supporting materials submitted in response to this RFQ shall become the property of the County and may be subject to disclosure in accordance with the California Public Records Act. The County reserves the right to make use of any information or ideas contained in the SOQs.

Contract Requirements

The selected Consultant(s) will be required to enter into a formal professional services agreement with the County for the duration of the contract period. A sample agreement is available in Appendix 3. It is the Consultant's responsibility to review the agreement and identify any requested exceptions in its SOQ. If no exceptions are identified, the County will assume the Consultant accepts the terms and conditions as provided.

The terms and conditions of this RFQ, together with the Consultant's SOQ and any negotiated modifications, shall be incorporated into and become part of the final agreement.

Open Procurement

This procurement is conducted in accordance with applicable federal, state, and local laws and regulations governing qualifications-based selection of professional services.

The County intends to select the most qualified Consultant based on the evaluation of Statements of Qualifications and, if applicable, interviews. Following selection, the County will enter into negotiations with the highest-ranked Consultant to establish a detailed Scope of Services and fair and reasonable compensation.

The County reserves the right to:

- Request clarifications or additional information from any Consultant during the evaluation process
- Conduct interviews or request presentations from one or more Consultants

- Negotiate contract terms, scope, and compensation with the highest-ranked Consultant
- Terminate negotiations and proceed to the next ranked Consultant if an agreement cannot be reached
- Cancel, postpone, or reissue this RFQ in whole or in part if it is determined to be in the best interest of the County
- Waive minor irregularities in SOQs that do not materially affect the evaluation process

Nothing in this RFQ shall obligate the County to award a contract or to complete the procurement process.

Local Consultant Preference

Mendocino County procurement policy establishes a local consultant preference for certain procurements. However, 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 nature of the services required 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 Mendocino County Department of Transportation delivers a range of transportation and infrastructure projects, including roadway improvements, bridge maintenance and replacement, and storm damage repair. Many of these projects are designed and managed in-house by County staff under the federal and state Local Assistance programs.

To support timely delivery of these projects, the County requires access to qualified geotechnical engineering services on an as-needed basis. These services supplement County staff capacity and provide specialized expertise for site investigations, analysis, and design support.

The intent of this on-call agreement is to provide responsive geotechnical support for a variety of County-led projects as they arise.

XI. SCOPE OF SERVICES

The scope of services under this agreement includes the following:

General Information

In general, this scope consists of CONSULTANT providing COUNTY professional geotechnical services. The scope of the services includes, but is not limited to, contract management and coordination, geotechnical field exploration, design recommendations and lab testing, and preliminary geotechnical reports.

All work shall comply with all applicable federal, state, and local laws, ordinances, regulations, and the requirements of any agencies or utility providers having jurisdiction. These requirements are hereby incorporated by reference into this RFQ and any resulting contract.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual and the Local Assistance Program Guidelines* as well as all current design standards applicable to the assigned task or work order.

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.

Services To Be Provided by County

The County 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; complete property appraisals and provide property acquisition for right of way, either by the County or under separate Consultant contract.

The County shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to assigned tasks or work orders.

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 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.

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.

Quality Control/Assurance Measures

Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

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 understanding of the services requested. 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.

UNDERSTANDING OF SERVICES AND APPROACH (Limit 2 – 3 pages)

The Consultant shall demonstrate a clear understanding of the types of projects and on-call geotechnical services anticipated under this agreement and the requirements necessary to effectively support the County.

At a minimum, the Consultant shall address:

- Understanding of the County’s project delivery environment, including in-house design and on-call support needs
- Identification of potential risks (technical, environmental, regulatory, schedule, funding, right of way, constructability, etc.) and proposed mitigation strategies
- Approach to coordinating with the County and other stakeholders, including regulatory agencies, as applicable
- Approach to providing responsive, task-order-based services in accordance with applicable standards and requirements

This section shall reflect thoughtful, experience-based analysis. Generic statements of capability will not be scored favorably. Illustrations and graphics may be included where they meaningfully support the narrative.

WORK PLAN (Limit 4 – 5 pages)

Provide a Work Plan describing the Consultant’s approach to performing the services identified 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.

At a minimum, the Work Plan shall:

- Describe the Consultant’s approach to performing the range of services identified in the Scope of Services
- Identify typical deliverables and work products associated with geotechnical investigations and reporting
- Describe coordination strategies with the County and other stakeholders

- Demonstrate an understanding of applicable regulatory, environmental, and permitting considerations, as applicable
- Describe the Consultant's approach to maintaining responsiveness and schedule discipline under task-order assignments

The Work Plan shall be consistent with the Scope of Services and shall not include work outside the defined scope unless specifically identified as optional.

CONSULTANT TEAM AND KEY PERSONNEL (Limit 2 pages, excluding resumés)

Provide a description of the Consultant's team and key personnel who will be responsible for performing work under this on-call agreement.

At a minimum, include:

- Identification of the Project Manager, who will serve as the primary point of contact for the County
- A concise description of the Consultant's internal team structure and how work will be managed and delivered
- Defined roles and responsibilities for key personnel
- A summary of relevant experience demonstrating the team's ability to provide geotechnical services in support of County-led projects, including rapid-response or field-driven assignments

The Consultant shall demonstrate the ability to provide timely, responsive support for task-order-based assignments, including field investigation, analysis, and technical recommendations to inform County design decisions.

Subconsultants may be included where specialized services are required; however, the County expects the Consultant to perform the majority of work with in-house staff. Any proposed subconsultants shall be clearly identified, along with their roles and qualifications.

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

Resumés for key personnel shall be included as an appendix and shall not count toward the page limit.

SAMPLE SCHEDULE / RESPONSIVENESS

Provide a representative schedule (Gantt chart format) illustrating how the Consultant would approach a typical task order assignment, including major phases, milestones, and deliverables.

The schedule shall reflect:

- Logical sequencing of tasks and deliverables
- Coordination with regulatory or permitting processes, as applicable

- Realistic review durations and agency coordination timeframes
- Ability to respond to and complete assignments within typical project timelines

REFERENCES

Provide three (3) references for similar 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.

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 impact the outcome of this contract. The Consultant shall also identify current clients who may have a financial interest in work performed under this agreement.

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, the CONSULTANT shall provide consent and waiver forms permitting the County to obtain employment or professional qualification information from third parties.
- 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 outcome.

XIII. FORMAT OF COST PROPOSAL

Cost Proposal Submittal

In accordance with the qualifications-based selection requirements of the Caltrans Local Assistance Procedures Manual and California Government Code Section 4526, cost proposals shall not be submitted with the Statement of Qualifications (SOQ) and will not be considered as part of the evaluation or ranking process.

Following selection, the County will request a detailed cost proposal from the highest-ranked Consultant and will enter into negotiations to establish a fair and reasonable compensation consistent with applicable federal, state, and local requirements.

Method of Payment

The resulting agreement will utilize a Specific Rate of Compensation (SRC) method of payment. The negotiated cost proposal shall include fully burdened hourly rates

for all labor classifications, along with any applicable direct costs, in accordance with federal cost principles.

All work under the agreement will be authorized and performed on a task order basis, with each task order defining the scope of work, schedule, and a not-to-exceed amount. No work shall be performed without written authorization from the County.

General Cost Requirements

The Consultant shall provide cost information sufficient to support negotiation and compliance with applicable federal regulations, including but not limited to 48 CFR Part 31 and 2 CFR Part 200, as applicable.

The County reserves the right to negotiate all aspects of the cost proposal, including labor rates, classifications, and other direct costs, to ensure that compensation is fair and reasonable. If an agreement cannot be reached, the County reserves the right to terminate negotiations and proceed with the next highest-ranked Consultant.

Nothing in this RFQ obligates the County to accept any cost proposal or to award a contract.

Indirect Cost Rate (ICR) Requirements

The selected Consultant shall be required to provide a current and compliant Indirect Cost Rate (ICR), prepared in accordance with applicable federal requirements (including 2 CFR Part 200 and 48 CFR Part 31), for review and acceptance by the County and/or Caltrans, as applicable.

The ICR shall be supported by appropriate documentation, which may include a cognizant agency approval, Caltrans acceptance, or other documentation deemed acceptable by the County. Certification of Indirect Costs and Financial Management System (Attachment F) shall be completed and submitted by the highest-ranked Consultant as part of the cost proposal and negotiation process.

Failure to provide an acceptable ICR and supporting documentation within a reasonable timeframe, as determined by the County, may result in termination of negotiations and selection of the next highest-ranked Consultant.

XIV. CONTRACT

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

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.

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.

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.

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.

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

- Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- 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 public records and public files of local government agencies in preparing SOQs or performing services under this agreement. Consultants should not anticipate any compilation, tabulation, or analysis of data, or provision of definitions or opinions, unless voluntarily provided by a responsible official of the applicable agency.
2. The County reserves the right to terminate the contract upon written notice to the CONSULTANT at any time during the term of the agreement if the County determines that the 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. Invoices shall be submitted periodically for work performed under authorized task orders and will be paid upon County review and approval. The County reserves the right to withhold payment for any work determined to be unsatisfactory or not in compliance with the requirements of the applicable task order. Final payment for any task order, if applicable, will be made upon the County’s acceptance of the work associated with that task order.

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
- Attachment G– Sample Cost Proposal

**APPENDIX 1
SCOPE OF SERVICES**

**RFQ No. 260012
2026 QUADRENNIAL GEOTECHNICAL SUPPORT**

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

CONSULTANT shall provide comprehensive contract management and coordination services to ensure the efficient and timely execution of all work orders issued under this agreement. For each work order, COUNTY will issue a detailed work order, which CONSULTANT shall promptly review and discuss with COUNTY to refine the scope of work. CONSULTANT will coordinate a joint site visit to clarify project requirements, document key conclusions, and submit an updated work order to COUNTY with proposed costs and timelines. Upon mutual agreement, a fully executed work order will be issued.

CONSULTANT shall ensure that all work is performed on a time-and-materials basis, adhering to a "not to exceed" amount determined jointly with COUNTY for each work order. Time is of the essence, and all assigned tasks must be completed within the specified timelines, typically not exceeding thirty calendar days from the issuance of the work order. High-quality deliverables meeting the requirements of COUNTY, Caltrans, and the Federal Highway Administration are mandatory.

The CONSULTANT's designated Project Manager will serve as the single point of contact, maintaining clear and effective communication with COUNTY's Project Manager and team. CONSULTANT will coordinate via phone, email, written memoranda, and other agreed methods, ensuring all communications are documented appropriately. Project-related documents shall use standard titles and descriptions provided by COUNTY to maintain consistency and clarity.

Invoicing shall follow COUNTY and Caltrans standards, including detailed summaries of work performed and supporting documentation. Each work order under the contract will be invoiced separately, with clear reference to the County's project, work orders, and agreement numbers. CONSULTANT must ensure compliance with the Local Assistance Procedures Manual for all invoice submissions and reimbursements. Any resubmissions of invoices shall include updated dates and supporting details.

All deliverables, including invoices, communication records, and supporting documents, shall reflect a high standard of quality and attention to detail. CONSULTANT shall ensure that all records are maintained in an organized manner, and the COUNTY reserves the right to review and approve all submitted documentation for accuracy and completeness. Effective contract management and coordination will ensure the successful execution of all assigned tasks, meeting COUNTY's expectations and project objectives.

TASK 2: GEOTECHNICAL FIELD EXPLORATION

The following geotechnical field exploration services are required to obtain sufficient data for responsible geotechnical design. Each assignment may require adjustments to the scope of services outlined below.

Including, but not limited to:

Task 2.1 Field Exploration

- 2.1.1 Borings – CONSULTANT shall perform borings to provide comprehensive subsurface data for design calculations. Each boring site must be accurately mapped and marked in the field, with thorough logging of earth materials, stratigraphic contacts, groundwater levels, and refusal or solid rock points.
- 2.1.2 Infiltration Tests – CONSULTANT shall perform infiltration tests, as needed, to obtain data for evaluating site drainage characteristics and supporting design decisions.

TASK 3: DESIGN RECOMMENDATIONS AND LAB TESTING

This task encompasses laboratory testing and design recommendations based on field exploration data. CONSULTANT shall ensure thorough and precise testing and documentation to support geotechnical design efforts.

Including, but not limited to:

Task 3.1 Laboratory Testing

- 3.1.1 Basic Soil Characteristics – CONSULTANT shall determine moisture content, dry density, Atterberg limits, gradation, and unconfined compressive strength from the soil samples obtained during field exploration.
- 3.1.2 Corrosivity – CONSULTANT shall perform laboratory tests to evaluate soil corrosivity, including pH, minimum resistivity, and sulfate and chloride content. Design recommendations shall address any corrosive potential identified.
- 3.1.3 Permeability – CONSULTANT shall conduct permeability tests on soil samples and provide design comments to address drainage and groundwater management needs.
- 3.1.4 Naturally Occurring Asbestos (NOA) – CONSULTANT shall test for the presence and concentration of naturally occurring asbestos in the soil samples, as required by regulatory guidelines.
- 3.1.5 Bearing Capacity – CONSULTANT shall evaluate the bearing capacity of soil samples to ensure adequate support for proposed structures.

Task 3.2 Design Recommendations

- 3.2.1 Grading – CONSULTANT shall provide recommendations for grading activities, including over-excavation, keyway dimensions, and compaction requirements to ensure site stability.
- 3.2.2 Foundations – CONSULTANT shall provide recommendations for the maximum allowable soil bearing strength to support proposed foundation designs.
- 3.2.3 Retaining Walls – CONSULTANT shall offer design recommendations, including active and passive equivalent fluid pressures, maximum bearing strength, and IBC seismic factors, for various retaining wall types.
- 3.2.4 Other Retaining Structures – CONSULTANT shall provide recommendations for constructing additional retaining structures, as requested by COUNTY.
- 3.2.5 Pavement – CONSULTANT shall recommend structural pavement sections for flexible and rigid pavements based on site-specific loading and soil conditions.

Task 3.3 Preliminary Geotechnical Report

CONSULTANT shall prepare a comprehensive preliminary geotechnical report that includes project and site descriptions, geologic conditions, summaries of field exploration and laboratory testing, and detailed design recommendations. The report shall also provide construction techniques to optimize soil conditions, address project objectives, and mitigate potential risks, such as surface or subsurface drainage issues. Appendices shall include site maps, boring logs, and laboratory results.

Deliverables

- Draft submittals: one hard copy and electronic copies (PDF and Word formats). COUNTY will return comments electronically.
- Final reports: one bound, signed printed copy more than required by the approving agency, plus a PDF copy. CONSULTANT shall submit these directly to COUNTY.

[END SCOPE OF SERVICES]

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

**RFQ NO. 260012
2026 QUADRENNIAL GEOTECHNICAL SUPPORT
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 services requested. 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 RFQ 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 services-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 the requirements of the RFQ. Provides strong confidence of successful delivery with minimal oversight required.

Evaluation will be based on the quality, clarity, and relevance of information provided in the SOQ.

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
Completeness of Response (Pass/Fail – Not Scored)				
1	Understanding of Services and Approach		35%	
2	Consultant Team/Key Personnel		30%	
3	Work Plan		15%	
4	Sample Schedule/Responsiveness		10%	
5	Relevant 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 must include all SOQ content requirements identified in this RFQ and any subsequent addenda.
- SOQs that are incomplete, non-responsive, or fail to follow the required format may be rated a Fail and receive no further consideration.

1. Understanding of Services and Approach (35%)

The CONSULTANT shall demonstrate a clear understanding of the County's needs and the on-call geotechnical services required under this agreement.

Evaluation will consider:

- Understanding of the County's project delivery environment, including in-house design and on-call support needs
- Identification of potential risks (technical, environmental, regulatory, right of way, funding, constructability, schedule, etc.) and proposed mitigation strategies
- Approach to coordination with the County and other stakeholders, including regulatory agencies, as applicable
- Awareness of applicable procedures, standards, and regulatory requirements
- Overall clarity, depth, and quality of the response

Generic statements of capability will not be scored favorably.

2. Consultant Team and Key Personnel (30%)

Evaluation will focus on the qualifications, experience, and availability of the Consultant's proposed personnel.

Considerations include:

- Relevant experience of the Project Manager and key personnel in providing similar geotechnical services
- Demonstrated ability to support County-led projects, including field-driven or time-sensitive assignments
- Clarity of roles and responsibilities
- Availability and level of commitment of key personnel
- Overall suitability of the team to provide responsive on-call support

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

3. Work Plan (15%)

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

Considerations include:

- Alignment with the Scope of Services
- Identification of typical deliverables and work products
- Approach to coordination with the County and stakeholders
- Demonstrated understanding of applicable regulatory and permitting considerations, as applicable
- Efficiency and practicality of the proposed approach

The Work Plan should reflect a disciplined and responsive approach to task-order-based assignments.

4. Sample Schedule / Responsiveness (10%)

valuation will consider the Consultant's ability to deliver services in a timely and coordinated manner.

Considerations include:

- Logical sequencing of tasks and deliverables
- Realistic durations for review, coordination, and approvals
- Demonstrated understanding of typical assignment timelines and constraints
- Overall responsiveness and ability to support time-sensitive work

Schedules that appear unrealistic or do not reflect coordination requirements may be scored lower.

5. Relevant Experience (5%)

Evaluation will consider demonstrated experience providing similar geotechnical services.

Emphasis will be placed on:

- Experience with services of similar scope and complexity
- Experience supporting public agency projects
- Familiarity with applicable regulatory and funding requirements, as applicable

General corporate experience not directly related to the requested services will be weighted less heavily.

6. References (5%)

References will be evaluated to confirm the CONSULTANT's performance on similar work.

Considerations include:

- Quality of work.
- Adherence to schedule and budget.
- Responsiveness and coordination with clients and stakeholders.
- 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 Transportation
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>
Subconsultant subtotal				\$2000.00
				<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)

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

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

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION
2026 QUADRENNIAL GEOTECHNICAL SUPPORT



RFQ No. 260012

RFQ No.	260012
RFQ Issue Date:	May 4, 2026
RFQ Submission Deadline:	June 2, 2026

SOQs must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260012", and delivered by 2:00 p.m. June 2, 2026 to:

Mendocino County Department of Transportation,
Attn: Tyler Franz
340 Lake Mendocino Drive
Ukiah, CA 95482.

Questions regarding this RFQ should be directed to:

Procedural and Technical inquires:

Tyler Franz
FranzT@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. 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)	
Understanding of Services and Approach	
Work Plan	
Consultant Team and Key Personnel	
Sample Schedule / Responsiveness	
Staff Resumés	
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)	
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)

_____, 2026
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.

**ATTACHMENT G
SAMPLE COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

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

For Combined Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR%
-------------------	-----------------	---	---------------------------	---	---------------

OR

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

_____ Fee = _____ %

BILLING INFORMATION

CALCULATION INFORMATION

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

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants' annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract: