

# COUNTY OF MENDOCINO

COVELO/ ROUND VALLEY

SAFE ROUTES TO SCHOOL PROJECT

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MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION • UKIAH, CA 95482

## REQUEST FOR QUALIFICATIONS



DOT PROJECT NO. C2602

FEDERAL PROJECT NO. ATPL-5910(148)

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RFQ No.

DOT #260013

RFQ Issue Date:

May 5, 2026

RFQ Submission Deadline:

June 5, 2026

Issued by:

Department of Transportation



REQUEST FOR QUALIFICATIONS

COVELO/ROUND VALLEY SAFE ROUTES TO SCHOOL PROJECT

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**TABLE OF CONTENTS**

I. INTENT .....3

II. DEFINITIONS .....3

III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES.....3

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

V. MODIFICATIONS OR WITHDRAWAL OF SOQs .....6

VI. SCHEDULE OF ACTIVITIES .....6

VII. SELECTION PROCESS .....7

VIII. SELECTION CRITERIA.....7

IX. AWARD AND CONTRACT INFORMATION.....8

X. BACKGROUND INFORMATION .....10

XI. SCOPE OF SERVICES .....10

XII. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT.....12

XIII. FORMAT OF COST PROPOSAL.....15

XIV. CONTRACT.....16

XV. REJECTION OF STATEMENT OF QUALIFICATIONS .....18

XVI. GENERAL CONDITIONS.....18

XVII. LIST OF ATTACHMENTS .....18

APPENDIX 1 - SCOPE OF SERVICES

APPENDIX 2 - SOQ EVALUATION CRITERIA AND SCORING FORM

APPENDIX 3 - SAMPLE MENDOCINO COUNTY PROFESSIONAL SERVICES AGREEMENT

## I. INTENT

This Request for Qualifications (RFQ) announces the intent of the Mendocino County Department of Transportation (MCDOT) to secure the services of a Professional Engineering Design firm to provide civil engineering and environmental clearance (both CEQA and NEPA) for a federally funded Active Transportation Program (ATP) Safe Routes to School (SR2S) project.

The project aims to increase pedestrian and bicyclist safety, calm traffic, improve accessibility of school routes through the installation of sidewalks, curbs, gutters, crosswalks, bike lanes, and of other infrastructure methods along Howard Street, CR 334D, Airport Road, CR 337B, and Foothill Boulevard, CR 337A, in the town of Covelo, CA.

Mendocino County was awarded a total of \$6,181,000 for all phases of this project through the ATP Cycle 7 Grant. PAED is estimated to be \$220,000 and PS&E is estimated to be \$880,000.

## 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 project team.

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

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

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

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

## III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES

### A. 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. 260013," and delivered by **2:00pm, June 5, 2026** to:

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

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.

#### B. 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
- Project Understanding
- Project Work Plan
- Project Development Team
- Project 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)

#### C. Responsibility for Review

Consultants are expected to examine all provisions, specifications, and instructions included in this RFQ. Failure to do so will be at the Consultant's risk.

D. RESERVED

E. RESERVED

F. Execution of SOQ

All SOQs must be dated and signed by a representative authorized to enter into contracts on behalf of the consultant.

G. Validity of SOQ

All SOQs shall remain valid for a period of not less than one-hundred and twenty (120) days from the submission deadline.

H. Cost of Preparation

Expenses incurred in preparation of the SOQ, site visits, or any other actions related to responding to this RFQ shall be the responsibility of the Consultant.

I. Ownership of Submittals

All SOQs, correspondence, and materials submitted in response to this RFQ shall become the property of the County and may be subject to disclosure under the California Public Records Act.

J. Time Calculation

Time periods stated as a number of days shall include calendar days unless otherwise specified.

K. Compliance with Laws

Consultants shall comply with all applicable federal, state, and local laws and regulations associated with this RFQ and any resulting contract.

L. Debarment

The successful Consultant will be subject to verification of non-debarment in accordance with applicable federal requirements.

M. RESERVED

N. Payment Program

The County encourages participation in its ePayables program as its preferred method of payment.

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

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

Jannaliese Blundell

Mendocino County Department of Transportation

blundellj@mendocinocounty.gov

- B. All questions regarding this RFQ should be submitted in writing by e-mail.
- C. Questions will be answered as quickly as practicable. A summary of all questions and responses will be posted on the County website by 4:30 PM on the first Monday following the inquiry deadline at the following location:

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

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

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

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

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

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

## **VI. SCHEDULE OF ACTIVITIES**

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

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

### **Procurement Schedule**

Scheduled Activity	Date
Request for Qualifications posted to County website	May 5, 2026
Inquiry Deadline	May 29, 2026
RFQ Submission Deadline	June 5, 2026
Consultant Selection and Notification	June 12, 2026
County Board of Supervisors Approval of Agreement	July 21, 2026
Approximate Contract Start Date	July 21, 2026

**VII. SELECTION PROCESS**

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

**VIII. SELECTION CRITERIA**

- A. The selection of Consultant(s) and subsequent contract award(s) will be based on the criteria contained in this RFQ, and as demonstrated in the submitted SOQ. Consultant(s) should submit information sufficient for the County of Mendocino to easily evaluate SOQs with respect to the selection criteria. The absence of required information may cause the SOQ to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFQ will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. The County anticipates receiving two (2) or more responsive SOQs for this solicitation. If fewer than two (2) 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.
- D. SOQ Review and Evaluation Process

1. The SOQ will be judged based on service capabilities and experience of the prospective consultant and all persons who will be providing services under contract. The following are the critical areas of the SOQs that will be evaluated:
  - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF SERVICES.
  - b. Experience of the consultant in providing services and quality of work.
  - c. Status of Professional Certification including whether the consultant meets the minimum requirements to provide service.
  - d. All criteria identified in Appendix 2, SOQ Evaluation Form.
- E. At its sole discretion, MCDOT may conduct interviews with the top ranked consultant. This process may include a request for a presentation from the finalists, SOQ fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation may be web-based or in-person.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all Consultants that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit SOQs in response to this invitation, and that no Consultant shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. Consultant agrees that should it be awarded a contract, the consultant shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all SOQs and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose SOQ is determined by the County to be the most responsive and responsible SOQ and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is posted on the County website alongside this RFQ. It is the consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in response to the Request for Qualifications (Appendix 3). If no exceptions are noted, the County will understand that the consultant agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Qualifications as well as the consultant's SOQ, and any modifications to said SOQ agreed to in writing by both parties shall become a part of the contract.

F. Prior to final selection, consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the consultant's qualifications. Information submitted in response to an RFQ is subject to public disclosure as permitted by the California Public Records Act. Additionally, all SOQs and information submitted shall become the property of the County. The County reserves the right to make use of any information or ideas in the SOQs submitted.

G. Open Procurement

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.

G. 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 Covelo/ Round Valley Safe Routes to School Project is an infrastructure project that focuses on pedestrian and bicyclists' safety improvements in the town of Covelo, or Round Valley, a historically disadvantaged and underserved community. The goal of this project is to improve safety for children and for other community members to walk and bike and to bring equity and economic equality to the town by improving and connecting the town's sidewalk system between schools, residences, and community buildings, and by installing important safety improvements, such as curbs, gutters, ADA ramps, crosswalks, and signage, along the roads and at intersections.

Within the town of Covelo, there are four schools that children in the community attend. There are two elementary/ middle schools, a high school, and continuation high school, all of which are qualified as disadvantaged under the National School Lunch program. Currently, the pathways that exist in this community are in very poor condition. The paved walkways are uneven and crumbling, and often turn into dirt. The other sidewalks that exist do not connect to the schools or community resources in safe or useful ways. The main intersections that serve these schools are poorly delineated and marked. This system is not ADA accessible and creates a hazard for children and other community members.

These safety enhancements will benefit the school and community members by improving safety and visibility and will promote greater mobility and access for all non-motorized users. The project will provide a safe walking environment for pedestrians with direct links to high pedestrian activity areas and increase the number of trips accomplished by walking to enhance public health, ensuring that this community fully shares in the benefits of this project.

The intent of this project is to increase pedestrian and bicyclist safety, calm traffic, improve accessibility of school routes through constructing approximately 1.2 miles of sidewalks with curb & gutter, ADA ramps, 0.75 miles of bike lanes, 19 high-visibility crosswalks, and aesthetic improvements, along Howard Street (CR 334D), Airport Road (CR 337B), and Foothill Boulevard (CR 337A), in the town of Covelo, CA.

**XI. SCOPE OF SERVICES**

The scope of services for the project includes the following:

**A. GENERAL**

This Scope of Services consists of the CONSULTANT providing the COUNTY with professional engineering, environmental, and project support services for the Covelo/ Round Valley Safe Routes to School Project (C2602).

The project has been programmed under the Active Transportation Program (ATP) as a Safe Routes to School (SR2S) project. The CONSULTANT shall provide all services necessary to evaluate, develop, and deliver consistent with the approved grant scope and applicable funding requirements.

Mendocino County's ATP Grant Covelo/ Round Valley SRTS Application is available on the County Website at:

<https://www.mendocinocounty.gov/departments/transportation/project-related-studies>

Services under this contract are anticipated to include environmental documentation and clearance, engineering analysis, preparation of Plans, Specifications, and Estimate (PS&E), coordination with regulatory agencies, and support during construction. The CONSULTANT shall coordinate with the COUNTY and applicable resource and regulatory agencies to advance the project through all required phases of project development.

Services shall include, but are not limited to, structural and civil engineering design, preparation of PS&E documents at the 60%, 90%, and Final design stages, environmental studies and documentation (CEQA and NEPA, as applicable), regulatory permitting, right-of-way engineering support (if required), and construction design support services.

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

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

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

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

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

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

**C. SERVICES TO BE PROVIDED BY COUNTY**

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

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

D. MINIMUM QUALIFICATIONS OF PERSONNEL

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

E. EQUIPMENT REQUIREMENTS

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

F. QUALITY CONTROL/ASSURANCE MEASURES

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

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

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

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

A. PROJECT UNDERSTANDING (Limit 6 pages)

The CONSULTANT shall demonstrate a clear understanding of the project and the services required to successfully deliver the project.

At a minimum, the Consultant shall address:

- Understanding of the project objectives, constraints, and key considerations
- Identification of potential project 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 delivering the required services efficiently and in accordance with applicable standards and requirements

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

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

B. PROJECT WORK PLAN (Limit 10 pages)

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

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

At a minimum, the Work Plan shall:

- Describe the Consultant's approach to completing the tasks identified in the Scope of Services
- Identify anticipated deliverables and major work products associated with each phase of work
- Describe coordination strategies with the COUNTY and other stakeholders
- Demonstrate an understanding of applicable regulatory, environmental, and permitting requirements (as applicable)
- Describe the CONSULTANT's approach to maintaining schedule discipline and delivering the project efficiently

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.

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

Provide:

- An organizational chart identifying key personnel and subconsultants
- Defined roles and responsibilities for each key team member
- A concise summary of relevant experience applicable to this project
- Identification of the Project Manager and confirmation of their availability and anticipated level of involvement

Key personnel shall demonstrate experience delivering similar projects and working under applicable regulatory and funding requirements.

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

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

D. PROJECT SCHEDULE (Limit 2 pages)

Provide a project schedule in Gantt chart format illustrating major phases, milestones, and deliverables associated with the Scope of Services.

Project Schedule

The schedule shall reflect:

- Logical sequencing of tasks and deliverables
- Coordination with regulatory, environmental, or permitting processes (as applicable)
- Realistic review durations and agency coordination timeframes

E. 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.

F. CONFLICT OF INTEREST STATEMENT

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

G. RESERVED

H. FINANCIAL MANAGEMENT SYSTEM

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

Additional Information:

- Additional documents or other material, as appendices, in support of the SOQ. The SOQ, however, must reference any additional material or documentation on Attachment B – SOQ Checklist/Table of Contents.
- Upon specific request of the County, 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**

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

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

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

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

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

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

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

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

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

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

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

- Changes in audited overhead rates.

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

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

#### **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**

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

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

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

#### **B. EXECUTION OF CONTRACT**

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

3. Incorporated by reference into the contract shall be:

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

C. NO ASSIGNMENT

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

D. FORCE MAJEURE

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

E. CONTRACT AMENDMENTS

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

F. INSURANCE

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

CONSULTANT shall obtain and maintain insurance coverage as follows

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

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

**XV. REJECTION OF STATEMENT OF QUALIFICATIONS**

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

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

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

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

**XVI. GENERAL CONDITIONS**

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

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

**LIMITATIONS**

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

**XVII. LIST OF ATTACHMENTS**

Attachment A – SOQ Summary and Statement of Responsibility

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

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**APPENDIX 1**  
**SCOPE OF SERVICES**

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CONSULTANT shall provide the following services:

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation (MCDOT) project number C2602, the “Covelo/ Round Valley Safe Routes to School” Request for Proposal.

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

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 project.

As this project has been programmed under the Active Transportation Program (ATP) as a Safe Routes to School (SR2S) project, the CONSULTANT shall provide all services necessary to evaluate, develop, and deliver consistent with the approved grant scope and applicable funding requirements.

Mendocino County’s ATP Grant Covelo/ Round Valley SRTS Application, including preliminary maps and estimates is available on the County Website at:

<https://www.mendocinocounty.gov/departments/transportation/project-related-studies>

Task numbers are for the organization of work as well as management of COUNTY’s program for all state and federally funded projects. CONSULTANT is expected to provide a detailed scope of work that covers the items outlined below as needed, as well as any additional items that CONSULTANT deems necessary to provide full service to COUNTY in delivering the described project.

**TASK 1 - Project Management and Coordination**

Project Management and Coordination will include the following subtasks:

**Task 1.1 Project Initiation**

- 1.1.1 Kick-off Meeting** – Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include COUNTY project manager, CONSULTANT project manager and point of contact, and staff from Caltrans District 1.
- 1.1.2 Preliminary Research** – Includes various historic documents as: as-built plans for the existing roadway, right of way, geology, maintenance etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 Field Investigation** – Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding, permitting, right of way acquisition and construction of the project.

**Task 1.2 – Coordination**

- 1.2.1 Point of Contact** – CONSULTANT Staff, *Name*, will be the single point of contact for maintaining liaison and coordination throughout the project with COUNTY's Project Manager and other team leaders.
- 1.2.2 Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Covelo/ Round Valley Safe Routes to School, C2602.
- 1.2.3 Project Coordination with County** – CONSULTANT will coordinate with COUNTY through phone conversations, emails, written memoranda, fax etc.
- 1.2.4 Project Work Plan** – CONSULTANT will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the CONSULTANT'S Quality Control Plan.
- 1.2.5 Project Schedule** – CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include CONSULTANT'S internal Quality Control process and designated County review of submitted documents. CONSULTANT shall update the Project Schedule as necessary, but by the third week of March, June, September, and December at a minimum. COUNTY will be included in the distribution of all schedule updates. These may be included with monthly billing.
- 1.2.6 Budget Management** – CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.
- 1.2.7 Periodic Reports** – CONSULTANT shall submit monthly progress reports. Progress reports will include status of services by task breakdown; problems encountered; percent of services complete as of the date of the progress report; and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable.
- 1.2.8 Invoices** – CONSULTANT will prepare monthly invoices in accordance with Exhibit B, Payment Terms, of this agreement.

**Deliverables**

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Three month Look Ahead Schedule
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Communication documents (emails, memos etc.)

**Task 1.3 – Project Team Meetings**

CONSULTANT will schedule, prepare for, and attend monthly Project Team Status Meetings with COUNTY to review the scope of work, project goals, schedule, tasks progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person at the MCDOT offices or as a conference call. CONSULTANT shall assume 2 project team meetings at the MCDOT offices. Additional meetings may be requested by COUNTY on a time and travel basis for CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered

included as a part of this agreement.

Team meetings may be held as conference calls through a service established by CONSULTANT.

### **Deliverables**

- Meeting agendas
- Meeting materials (graphics, visual aids, and other presentation items)
- Updated Issue/Action Item/Decision Log
- Updated Project Schedule
- Meeting Minutes within 1 week of meeting

### **SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.

### **TASK 2 - Environmental Studies and Documentation**

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts in accordance with the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and Chapter 6 of the Caltrans Local Assistance Procedures Manual.

CONSULTANT shall prepare documents for COUNTY to satisfy Federal and State environmental regulations. Tasks to be completed by CONSULTANT include preparation of NEPA and CEQA technical studies, agency permit applications, and coordination and mediation of public meetings. All documents submitted to COUNTY shall include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT shall prepare all documents required by the Preliminary Environmental Study (PES) signed by Caltrans. All documents are to be completed to the satisfaction of COUNTY and Caltrans. CONSULTANT shall be responsible for any revisions and shall re-submit to COUNTY, based on comments received.

### **Deliverables**

- Draft submittals: one e-mailed PDF and one Word DOCX file.
- Final reports: one printed bound copy more than that required by the approving agency shall be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.

### **Task 2.0 – Environmental Project Management and Co-ordination**

This task is included as a billing item only. CONSULTANT's proposal should include this item. The duties performed within this task are defined in Task 1 but will be focused on the environmental coordination.

### **Task 2.1 – NEPA Compliance**

Some of the studies required to complete NEPA may include, but are not limited to:

- 2.1.1 Preliminary Environmental Study (PES)** – CONSULTANT shall prepare the PES form and submit to COUNTY for Caltrans approval. The signed PES letter is to be used with the information in this section as a guide to satisfy

COUNTY, Caltrans and regulatory agencies for NEPA compliance. The content and format requirements of environmental technical studies and NEPA documents prepared in support of local assistance projects must follow the guidance set forth in the current Caltrans Standard Environmental Reference (SER).

These studies may include, but are not limited to:

- 2.1.2 Traffic Study** – Technical Memorandum or Study as required by the approved PES or the approving agency.
- 2.1.3 Noise studies** – Technical Memorandum or full analysis relating to noise increases and vibrations due to construction activities and increased traffic due to capacity improvements. Studies shall be formatted in accordance with the template in the Caltrans SER, Volume 1, Chapter 12.
- 2.1.4 Hazardous Materials** – An Initial Site Assessment (ISA) shall be completed in accordance with Caltrans SER Volume 1, Chapter 10 (federal Phase 1 Environmental Site Assessment). Data collection may include but is not limited to historical land use documents, interviews, historical and current aerial photography, fire insurance maps, topographic maps or additional pertinent informational resources. Where potentially hazardous materials (e.g.: lead paint, naturally occurring asbestos/serpentine, hydrocarbons etc.) are identified within the project area through initial research and leads to further site investigations (e.g.: Preliminary Site Investigation (PSI) and/or Detailed Site Investigation (DSI) (federal Phase 2 Environmental Site Assessment)), a contract amendment shall be issued.
- 2.1.5 Floodplains** – Floodplain analyses with Appendix A (Caltrans Location Hydraulics Study Form) and Appendix B (Summary Floodplain Encroachment Form). Floodplain studies required in LAPM Exhibit 6-A, Section B (Required Technical Studies and Analyses) are to be coordinated in an effort to minimize duplication of studies. Analyses are to be completed in accordance with the Caltrans SER, Volume 1, Chapter 17. These include descriptions of project alternatives to specifically address 23 CFR 650A, Section 650.111 (b)(c)(d), as well as requirements found in Chapter 804 of the *Highway Design Manual*.
- 2.1.6 Biological Resources** – Where potential impacts to threatened and endangered species or their habitat are identified, a Biological Assessment (BA) may be necessary. The BA is to be addressed in accordance with the template in the Caltrans SER Volume 3, Chapter 4 and will require Federal Endangered Species Act Section 7 consultation through Caltrans local assistance.
- 2.1.7 Natural Environment Study** – The Natural Environment Study (NES) summarizes the potential of effects to listed plant and animal species. The NES is to be formatted in accordance with the template in the Caltrans SER Volume 3, Chapter 2.
- 2.1.8 Waters of the United States and the States** – Delineation of Waters of the US, including wetlands, is to be formatted in accordance with the Caltrans SER Volume 3, Chapter 3 annotated outline. The delineation shall include a review of aerial imagery, topographic maps and field surveys to determine the boundaries of Federal jurisdictional waters within the biological survey area utilizing methods prescribed by the Army Corps of Engineers (ACOE).

**2.1.9 Cultural Resources** – Section 106 requirements include development of an Area of Potential Affects (APE) Map delineating both potential archaeological sites (horizontal and vertical) and historic architecture within the project, including locations of potential project staging areas. A Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER) and Archeology Survey Report (ASR) may be required in accordance with the Caltrans SER, Volume 2. Once the reports are complete, known Cultural Resources Sites are to be identified in an updated APE Map as they relate to this specific project. Tribal Consultation may be required. This will include time and travel to meet with appropriate tribes as well as working with COUNTY, Caltrans and Tribes on specifically requested project features, including but not limited to hiring of study monitor(s), design element requests or replanting of vegetative species utilized by Native American people. CONSULTANT should assume two meetings within the County. If more is needed for this item, a contract amendment shall be issued.

**2.1.9.1 Advanced Archaeological Studies** – Additional studies (e.g. Extended Phase 1 and Phase 2 treatment and data recovery plans may be required for the project. Where List-Eligible structures or potentially historic sites are discovered, State Historic Preservation Office consultation through Caltrans Local Assistance office may be required.

**2.1.10 Farmlands** – A memorandum shall be completed determining the presence or absence of Prime and Unique Farmlands. Form AD 1006 shall be completed if such farmland is present in the APE. Studies and reports are to be completed in accordance with the Caltrans SER Volume 1, Chapter 23.

**2.1.11 Section 4(f)** – Public Lands and National Registry of Historic Sites eligibility evaluation, to be formatted in accordance with the Caltrans SER, Volume 1, Chapter 20, Annotated Outline.

**2.1.12 NEPA Documentation** – Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Consultant will coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

## **Task 2.2 – CEQA Compliance**

CONSULTANT shall prepare the CEQA Initial Study and appropriate environmental document. An administrative draft shall be submitted to COUNTY for review and comment. Once COUNTY comments are incorporated, CONSULTANT is responsible for preparation of the Notice of Intent to Adopt the CEQA document and Notice of Completion. At the conclusion of the 30-day public review, CONSULTANT shall incorporate public and agency comments (if any) and responses (approved by COUNTY) into a Final Draft CEQA document as an appendix.

### **Deliverables**

- 1 electronic copy of the public draft version of the CEQA document to the State Clearinghouse for circulation
- 3 bound hardcopies of the report shall be delivered to COUNTY for local circulation

## **Task 2.3 – Project Permitting**

CONSULTANT shall prepare completed application packages for all required permits, including any necessary corrections/revisions, and resubmitting as required, to the satisfaction and approval of the governing resource agency and COUNTY. These may include:

**2.3.1 ACOE, Section 404 Nationwide**

**2.3.2 RWQCB, Section 401 Water Quality Certification**

**2.3.3 CDFW, Section 1602 Streambed Alteration Agreement**

**Task 2.4 – Supplemental Activities**

If any studies require special equipment, labor or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

**Activities in the Right of Way** – Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and the permit closed.

**Activities Outside the Right of Way** – This work will require a Permission to Enter Agreement form completed by COUNTY. Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY.

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will file any completed CEQA notices with the Mendocino County Clerk's Office and pay any required administrative fee for filing the notice.
- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY will review all reports for approval, either as the approving agency or prior to submittal to an approving agency.
- COUNTY will prepare the agenda packet for any required Board of Supervisors meeting and schedule public hearings if required.
- COUNTY will prepare any needed Permission to Enter documents for access to private property.
- COUNTY will submit the permit applications and any fees to the regulatory agencies for project permits.

**TASK 3 - Project Design**

**\* Prior to Environmental Clearance**

**Task 3.1 – Preliminary Project Design – 35% Plans**

The goal of the Preliminary Project Design task is to sufficiently develop the project design to allow for a thorough environmental analysis under Task 2, to complete the PA&ED phase, and to act as the baseline from which to continue the PS&E work to final design. The preliminary design shall include as needed, but shall not be limited to, field reconnaissance, geotechnical investigation/study, topographic and boundary survey,

drainage/hydraulic analyses, plans, profiles, layouts, typical sections, and construction details. The preliminary project design shall include, at a minimum, a draft and final submittal.

The submittal should include right of way and utility research.

### **Deliverables**

- Draft 35% Plans
- Final 35% Plans

## **\* Following Environmental Clearance**

### **Task 3.3 – 65% Plans, Specifications and Estimate Submittal**

CONSULTANT will complete the preparation of the Draft 65% PS&E (unchecked details). The 35% Preliminary Project Design (Task 3.1) together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% PS&E. Preparation of the 65% PS&E may include completion of the following subtasks, but are not limited to:

#### **Task 3.3.1 – Civil Design & Drafting**

CONSULTANT will complete the roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with COUNTY consultation). A full set of detailed roadway and civil plans will be prepared including, as necessary, Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Temporary Detour Plan, Signing & Striping Plan, and Erosion Control Plan sheets using COUNTY-supplied title blocks.

#### **Task 3.3.2 – Quantities & Cost Estimate**

CONSULTANT will calculate construction quantities in accordance with standard Caltrans practice and specifications and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by COUNTY or included in the latest Caltrans Cost Data.

#### **Task 3.3.3 – Draft Notice to Contractors and Special Provisions**

CONSULTANT will develop a contract item list and prepare a Draft Notice to Contractors and Special Provisions. The technical special provisions required for construction of the project will utilize the latest Caltrans Standard Specifications and Standard Special Provisions.

#### **Task 3.3.4 – Quality Control Review**

CONSULTANT will perform a quality control and constructability review of the draft engineers for resolution and correction.

#### **Task 3.3.5 – 65% Plans, Specifications and Estimate Submittal**

CONSULTANT will submit the 65% plans, notice to contractors and special provisions, and construction cost estimate to the COUNTY for review and comment. At the time of submittal, CONSULTANT will work with the COUNTY to set the date for a review meeting with the COUNTY and other agencies as appropriate.

**Deliverables**

- Draft 65% Plans
- Final 65% Plans
- Special Provisions
- Engineer's Estimate

**Task 3.4 – 90% PS&E Submittal**

Includes: 90% project plans; 100% construction schedule, cost estimate and specifications.

**Deliverables**

- 90% plans
- Special Provisions
- Engineer's Estimate
- 100% Design Calculations for review and approval

**Task 3.5 – Final Plans, Specifications and Estimate Submittal**

The final project plans may include, but are not limited to, horizontal control, construction, utilities, staging, signing and striping, structural plans and traffic management.

**Deliverables**

- 100% Plans
- Design calculations
- Quantities calculations
- Project Design Report
- Special Provisions
- Engineer's Estimate

**Task 3.6 – Preliminary Right of Way**

For preliminary right of way activities, certain data are needed to prepare one description for permanent right of way acquisition and one description for temporary right of way acquisition. COUNTY will provide title reports as necessary.

Provide one trip to stake corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet for use by COUNTY and other consultants. Each flag set will be visible from each adjacent flag.

**Deliverables**

- Legal Descriptions
- Right-of-Way Plats
- Information for Right-of-Way Certification
- Right-of-Way Limits, Easements and Lines, staked
- Identification and coordination of any right-of-entry permits
- Temporary Stakes set for easement areas and Right-of-Way lines
- Record of survey (following project construction)

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY will complete property appraisals and provide property acquisition for right of way, either by COUNTY or under separate CONSULTANT contract.

- COUNTY will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

#### **TASK 4 - Surveying and Mapping**

CONSULTANT will provide all surveying and mapping as required to complete the PA&ED and PS&E phases. Tasks may include, but are not limited to:

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include overhead and underground utilities.

Prior to the field survey Consultant shall perform a records search and will call Underground Service Alert to provide utility markings in the project area.

Consultant shall delineate with markings the limits of the Area of Potential Effects (APE) of Alignment I-H (preferred alternative from DHA Feasibility Study) shortly after project initiation to demonstrate project limits for field review and discussions with property owners.

##### **Task 4.1 – Control**

Survey vertical control shall be NAVD 88.

Survey horizontal control shall be parallel to the California Coordinate System of 1983, Zone 2. For CAD files, the southwest extent of the project area will be set at 5000, 10000. A line will be drawn from a point to that point's corresponding location on the California Coordinate System so the CAD line work can be correctly positioned after construction.

##### **Task 4.2 – Boundary Survey**

COUNTY may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research,
- Property and right of way mapping,
- Preparation of right of way plats,
- Completion of legal descriptions for property acquisition,
- Completion of records of surveys,
- Other boundary survey support for individual project needs.

The section containing the project shall be surveyed to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. Be the project on a section line, the lines of the adjacent section shall be included.

##### **Task 4.3 – Topographic Mapping**

Topographic survey coverage area will include the area of the project consistent with Task 4.4.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to: pavement; utility markings, utility poles, driveway, trees four (4) inches and larger, headwalls, retaining walls, decorative walls, curbs, gutters, sidewalks, and any other pertinent information that could apply to the project during design.

##### **Task 4.4 – Surveying and Mapping for Roads**

All road features, culture, utilities, other surface features and certain sub-surface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins.
- Beginnings and endings of curbs, gutters, flow lines, edges of traveled way, fences, gates, guard rails and other linear features, with intermediate shots as required.
- For all driveways: driveway centerline stations and widths. With curb and gutter, top and bottom of curb transition and the back of the ramp portion of the driveway.
- Other culture: signs, building corners, trees (with diameter at breast height (DBH=54") noted if greater than 4"), parking lot corners, areas outside of the right of way and any other points pertinent to the project.
- Utilities: manhole covers, access shaft diameter and offset to manhole, manhole diameter and material, all pipe locations, sizes, materials, and inverts; water valve covers and tops of operating nuts; fire hydrants; pad-mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and the lowest elevation of the lowest wires crossing street.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials, and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials and inverts; manhole covers, access shaft diameter and offset to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.
- Cross sections shall be taken at all stations ending in +00 and +50, at either end of the project and fifty feet beyond both project limits. Cross sections shall extend to the right of way margin at a minimum. Be the margin on a slope, the top or toe of slope will be included.
- At all BCs and ECs.
- At all BCRs or ECRs of any cross street.
- Grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

#### **Task 4.5 – Right of Way Establishment and Legal Descriptions**

Newly created Right of Way for the project shall be delineated, exhibits produced, and the legal descriptions composed.

#### **Task 4.6 – Record of Survey**

Any new monumentation placed as a part of the project will require the preparation of a Record of Survey following project construction. The Record of Survey will include the locations of the monumentation as a function of the section in which the project is located.

#### **Task 4.7 – Permitting Right of Way Investigations**

Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will

not be paid until the permitted work is inspected and closed.

### **SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the project.

### **TASK 5 - Geotechnical Investigations**

The following are general geotechnical needs. Each project is unique and may require less effort than is included in the following or may require studies not included in the following.

Any field work performed in the right of way will be performed under an encroachment permit and include personal safety equipment and traffic control consistent with the *Work Area Traffic Control Handbook*.

#### **Task 5.1 – Field Exploration**

Shall include site reconnaissance and field tests.

**5.1.1 Borings** – CONSULTANT shall perform field tests (test pits, borings, geologic reconnaissance, or seismic refraction profiles) to collect subsurface information required for foundation design. This shall include locating each boring at the project site; marking out field test locations with paint or other acceptable means for Underground Service Alert notification and for utility location; logging of earth materials; groundwater depth and the depth of refusal or solid rock if either are encountered. Each boring site shall be accurately mapped per Task 2.4.

**5.1.2 Infiltration Tests** – CONSULTANT shall perform infiltration tests as necessary to provide adequate design data.

#### **Task 5.2 – Laboratory Testing**

**5.2.1 Basic Soil Characteristics** – CONSULTANT shall perform laboratory tests, as necessary, to classify and determine earth materials properties.

**5.2.2 Corrosivity** – CONSULTANT shall perform laboratory tests to determine any corrosive properties of the soils samples, including pH, minimum resistivity and sulfate and chloride content. CONSULTANT shall include appropriate design comments in his recommendations.

**5.2.3 Permeability** – CONSULTANT shall perform laboratory tests to determine any permeability of the soils samples and shall include appropriate design comments in his recommendations.

**5.2.4 Naturally Occurring Asbestos (NOA)** – CONSULTANT shall perform laboratory tests to determine the presence and concentration of NOA in the soils samples.

**5.2.5 Other Hazardous Materials** – CONSULTANT shall also test for other hazardous materials when pertinent. These may include aerially deposited lead, asbestos-containing building materials, lead paint, metallic content of thermoplastic pavement markings and petroleum hydrocarbons.

**5.2.6 Bearing Capacity** – CONSULTANT shall perform laboratory tests to determine

the bearing capacities of the soil samples.

### **Task 5.3 – Construction Services**

Shall include:

**5.3.1 Compaction** – CONSULTANT shall verify design compaction as needed.

**5.3.2 Pavement Design** – CONSULTANT shall verify compaction of roadway fill and the resulting R-value. Pavement design shall be verified prior to placement of any structural material.

#### **Deliverables**

- Draft submittals: e-mailed PDF and Word files.
- Final reports: one bound printed copy more than required by the approving agency shall be submitted to COUNTY. All shall be signed. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Boring logs plotted in one or more DWG or DXF files

### **SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the project.

### **TASK 6 - Utility Co-ordination**

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

All work under this task shall be compliant with the *Local Assistance Procedures Manual*, Chapter 14 and relevant portions of the *Right of Way Manual*.

CONSULTANT will provide a list of the various utility companies with names of contacts and mailing addresses, in a COUNTY–provided spreadsheet. COUNTY will send Utility Letters A, B, and C to the various utilities with appropriate 35%, 65% and 100% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project and completion of the Caltrans Utility Information Sheet.

CONSULTANT will prepare the Utility Conflict Map and the Caltrans Reports of Investigations.

CONSULTANT will prepare the Caltrans Notices to Owners on COUNTY letterhead and will send them to COUNTY for printing, signature, and mailing.

CONSULTANT will also co-ordinate work with utilities and review facility relocation designs provided by the utility companies, including relocation schedules, to ensure they are consistent with the project design and proposed ROW.

#### **Deliverables**

- Mailing list
- Utility Conflict Map as a separate DWG file
- Utility Conflict Map as 11"x17" PDF files
- Completed Caltrans Reports of Investigation

- Completed Caltrans Notices to Owners

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY will send Utility Letters A, B, and C to the various utilities.
- COUNTY will sign and send the Caltrans Notices to Owner to the utilities.
- COUNTY currently co-ordinates utility meetings for all projects on a periodic basis. This project will be added to the agenda and project progress addressed at each meeting.

**TASK 7 - Hydrology and Hydraulics**

This task is for the determination of the project's adequacy in conveying the design storms in accordance with Chapter 11 of the *Local Assistance Procedures Manual* and *Memo to Designers 1-23*. Tasks may include but are not limited to the following.

**Task 7.1 – Data Gathering**

**7.1.1 Record Data** – CONSULTANT shall research historic hydraulic reports, flood plain analyses and mapping, Flood Insurance Rate Maps, and other sources for input to and verification of the studies.

**7.1.2 Anecdotal Data** – CONSULTANT shall consider anecdotal data from County staff, residents local to the project, geologic indications, and other sources for input to and verification of the studies.

**Task 7.2 – Planning Hydrology and Hydraulics Report**

This report shall be prepared as a part of the environmental process.

Modeling shall include the 50- and 100-year recurrence events.

Hydrology and hydraulics shall be modeled using software packages listed in Table 808.1, *Summary of Related Computer Programs and Web Applications*, in the Caltrans *Highway Design Manual*.

The report will discuss the method and approach for the hydrologic analysis including strong justification for using data and results from other basins. Also covered will be the steps taken to stabilize any numeric instabilities encountered during the modeling effort.

The report shall be titled: *Preliminary Hydraulic Report*.

**Task 7.3 – Location Hydraulic Study**

A Location Hydraulic Study shall be performed if required, utilizing the *Location Hydraulic Study Form*. The form is to be completed in accordance with Volume 1, Chapter 17 of the Caltrans *Standard Environmental Reference (SER)*.

**Task 7.4 – Floodplain Investigation and Reports**

If the roadway is determined to be located in a floodplain, some tasks may include, but are not limited to the following.

- Summary Floodplain Encroachment Report
- Floodplain Evaluation Report
- FEMA Map Revision

**Task 7.5 – Design Hydrology and Hydraulics Report**

Modeling shall include the 50- and 100-year recurrence events. Flow results will be used for the proposed road geometry.

This report shall be an extension of the Preliminary Hydraulic Report and shall use the same numeric modeling program and carry the same requirements for calibration.

The report shall be entitled: *Final Hydraulic Report*. When either the *Location Hydraulic Study* or *Summary Floodplain Encroachment Report* are required, they shall be added as sub-titles to the report and included as appendices.

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.

**TASK 8 - Right of Way Engineering (optional)**

COUNTY may request the assistance of CONSULTANT for right-of-way appraisal and acquisition services for this project. Work covered by this service agreement will augment the right of way capabilities of COUNTY in-house staff. A contract amendment shall be issued for this task, if needed.

CONSULTANT may provide real property appraisal, appraisal review, acquisition, relocation services, and/or utility coordination assistance.

Right of way assistance will typically be related to rights-of-way in fee; utility, slope and drainage easements and temporary construction easements.

Appraisal components include land value, severance values, and costs to cure. Expertise in the appraisal of agricultural, residential, industrial, and commercial properties will be required.

CONSULTANT is expected to fully comply with all federal and state laws with regards to acquisitions for the project, as well as those procedures and policies utilized by COUNTY. CONSULTANT shall provide COUNTY with all written documentation as is required for federally funded and state funded projects.

**Deliverables**

- One original of each deed recorded
- One copy of the file for each property
- One PDF of the file for each property

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

**TASK 9 - Construction Assistance**

COUNTY will require the assistance of CONSULTANT for construction assistance. A contract amendment will be issued for this task.

This may include but is not limited to:

- Shop drawing review

- Answering RFIs
- Inspection of forms and bars prior to concrete placement
- Quality control survey
- Prepare As-built drawings

**Deliverables**

- Copy of approved shop drawings for County records

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.

**TASK 10 – Public Outreach**

Ongoing engagement between stakeholders and the MCDOT will be an integral component to facilitate successful implementation of the project.

All outreach shall comply with the California Active Transportation Program guidelines, California Department of Transportation public participation requirements, Title VI of the Civil Rights Act, and the Americans with Disabilities Act (ADA).

**Task 10.1 – Outreach Planning and Stakeholder Coordination**

CONSULTANT will prepare a concise Public Outreach Plan aligned with the PS&E schedule.

CONSULTANT will maintain a stakeholder database, where those that wish to stay informed are kept informed as the project reaches various milestones.

CONSULTANT will coordinate with schools and district and with community-based organizations, such as Round Valley Area Municipal Advisory Council (RVAMAC).

**Task 10.2 – Community Engagement Activities**

CONSULTANT will prepare outreach materials (flyers, fact sheets, digital content) and ensure materials are accessible and translated, as appropriate.

**Task 10.3 – Design Coordination**

CONSULTANT will hold 3 community meetings to inform the public and discuss design concepts at 30%, 60%, and 90% stages to gain further community input on the final details of the project.

CONSULTANT will support incorporation of feasible feedback into project design.

**Task 10.4 – Documentation & Reporting**

CONSULTANT will document all outreach activities and participation metrics and summarize key findings and community priorities.

CONSULTANT will prepare documentation to support ATP compliance.

CONSULTANT will provide a final outreach summary report.

**Deliverables**

Electronic copies of the following:

- Stakeholder database and coordination summaries
- Outreach materials and communication log
- Meeting materials, sign-in sheets, summaries
- Content presented at public meetings

- Comment/response matrix, design input summaries
- Content available online on project specific webpage
- Public outreach fliers, advertisements, and mailing

**SERVICES TO BE PROVIDED BY COUNTY**

- COUNTY will make appropriate staff available for meetings and site visits.

**TASK 11 – Grant Funding Assistance (optional)**

COUNTY may require the assistance of CONSULTANT to identify grant funding options for project construction. A contract amendment shall be issued for this task, if needed.

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

**RFQ NO. 260013  
COVELO/ ROUND VALLEY SAFE ROUTES TO SCHOOL PROJECT  
MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION**

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

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

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

**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	Project Understanding		35%	
2	Project Development Team		30%	
3	Project Work Plan		15%	
4	Project Schedule		10%	
5	Relevant Experience		5%	
6	References		5%	
			Score Total	

Highest Score Total is 5

Comments:

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

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

## Completeness of Response (Pass/Fail)

- Responses to this RFQ must be complete. Responses shall include all SOQ content requirements identified within this RFQ and any subsequent addenda and address each of the required elements.
- SOQs that are incomplete, non-responsive, or fail to follow the required format may be rated a Fail and receive no further consideration.

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

The CONSULTANT shall demonstrate a clear and project-specific understanding of the project and the services required.

Evaluation will consider:

- Demonstrated understanding of project objectives, constraints, and key considerations.
- Identification of potential project risks (technical, environmental, regulatory, right of way, funding, constructability, schedule, etc.) and mitigation strategies.
- Understanding of coordination requirements with the COUNTY and other stakeholders, including regulatory agencies (as applicable).
- Awareness of applicable procedures, standards, regulatory requirements, and project delivery processes.
- Overall clarity, depth, and project-specific analysis.

Generic statements of capability will not be scored favorably.

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

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

Considerations include:

- Qualifications and relevant experience of the Project Manager and key personnel in delivering similar projects.
- Relevant experience of key discipline leads appropriate to the services.
- Demonstrated experience working together as a team on similar efforts.
- Clarity of roles and responsibilities.
- Availability and level of commitment of key personnel.

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

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

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

Considerations include:

- Logical organization and alignment with the Scope of Services.
- Clear identification of deliverables and major work products.
- Demonstrated understanding of applicable regulatory, environmental, and permitting requirements (as applicable).
- Efficiency and practicality of the approach.
- Avoidance of unnecessary or duplicative work

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

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

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

Considerations include:

- Clear identification of major phases, milestones, and deliverables.
- Logical sequencing of tasks and coordination activities.
- Realistic durations for reviews, approvals, and agency coordination.
- Demonstrated understanding of potential schedule constraints and dependencies.

Schedules that appear overly compressed or lack consideration of coordination requirements may be scored lower.

#### **5. Relevant Experience (5%)**

Evaluation will consider demonstrated experience delivering similar projects or services.

Emphasis will be placed on:

- Experience with projects of similar scope, complexity, and delivery requirements.
- Experience working with public agencies and applicable regulatory processes.
- Experience working under applicable funding or program requirements (as applicable).

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

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

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

Considerations include:

- Quality of work.
- Adherence to schedule and budget.
- Responsiveness and coordination with 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: \_\_\_\_\_

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**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]

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

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION  
COVELO/ ROUND VALLEY SAFE ROUTES TO SCHOOL PROJECT

RFQ No. 260013



RFQ No.	260013
RFQ Issue Date:	May 5, 2026
RFQ Submission Deadline:	June 5, 2026

SOQs must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260013", and delivered by 2:00 p.m. June 5, 2026 to:

Mendocino County Department of Transportation,  
Attn: Jannaliese Blundell  
340 Lake Mendocino Drive  
Ukiah, CA 95482

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

Procedural and Technical inquires:

Jannaliese Blundell  
blundellj@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)	
Project Understanding	
Project Work Plan	
Project Development Team	
Staff Resumés	
Project Schedule	
Conflict of Interest Statement	
Letters of Reference (Attachment C)	
Exceptions to the RFQ (Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (Attachment E)	
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.