



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-18

For the meeting of: May 31, 2016

Date: May 16, 2016

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Request for Qualifications to Provide Environmental Services for the Honeydew Bridge Replacement Project

RECOMMENDATION(S):

That the Board of Supervisors authorizes Public Works to issue the attached Request for Qualifications, and directs Public Works to bring the Agreement for Professional Services with the selected consulting firm back to the Board for review and approval.

SOURCE OF FUNDING: State and Federal bridge program funding

DISCUSSION:

Public Works is preparing the engineering design and technical studies and applying for environmental permits to replace the Honeydew Bridge over the Mattole River. Professional services are needed to assist with environmental analysis and documentation required for compliance with the federal National Environmental Policy Act, California Environmental Quality Act, and other state and federal laws. Public Works has prepared the attached Request for Qualifications in accordance with the County's Purchasing Policy and the Caltrans Local Assistance Procedures Manual.

Prepared by Hank Seemann

CAO Approval 

REVIEW: Auditor _____ County Counsel Sm Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

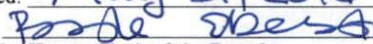
PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell Seconded by Supervisor Bass
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: May 31, 2016
By: 
Kathy Hayes, Clerk of the Board

FINANCIAL IMPACT:

Funds for the project have been incorporated into the Fiscal Year 2016-17 budget at revenue line 1200321-523080 and expenditure line 1200321-2118. The requested action will have no financial impact until contract negotiations are completed and the Board is presented with a professional services agreement for review and approval. The project is funded through federal and state bridge programs and will have no effect on the General Fund.

The requested action will advance two of the County's core roles: providing for and maintaining infrastructure, and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

Caltrans

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

Request for Qualifications to Provide Environmental Services, Honeydew Bridge Replacement Project

Request for Qualifications to Provide Environmental Services

Honeydew Bridge Replacement Project (Honeydew, CA)



Prepared by:	Humboldt County Public Works Department 1106 Second Street Eureka, CA 95501
Issued:	June 1, 2016
Proposals due:	June 22, 2016 (Received electronically by 4 p.m.)

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Attachments

- 1 Project Vicinity Map and Area of Potential Impact Map
- 2 Sample Agreement for Consultant Services
- 3 Exhibit 10-B (*Suggested Consultant Evaluation Sheet*)
- 4 Exhibit 10-H (*Sample Cost Proposals*)
- 5 Exhibit 10-I (*Notice to Proposers DBE Information*)
- 6 Exhibit 10-K (*Consultant Certification of Contract Costs and Financial Management System*)
- 7 Exhibit 10-O1 (*Consultant Proposal DBE Commitment*)
- 8 Exhibit 10-O2 (*Consultant Contract DBE Information*)

1 PROJECT INFORMATION

1.1 Overview

The Humboldt County Public Works Department (County) has prepared this Request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm for specified professional services (“Services”) to assist with environmental analysis and permitting for the proposed replacement of the Honeydew Bridge (“Project”). The Project vicinity and Area of Potential Impact is shown on the maps in Attachment 1. Services will be provided as part of a multi-phase project:

- The Environmental Analysis phase (phase one) will result in completion of environmental documents for compliance with the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”). More specifically, this involves the development of a joint Environmental Impact Report (“EIR”) – Environmental Assessment (“EA”) document. Other studies and reports include: Biological Assessment for potential impacts to listed fish species including: hydroacoustic analysis; Initial Site Assessment for analyzing the potential presence of contamination within the proposed project limits; and Visual Impact Assessment – Moderate Level Report.
- The Environmental Permitting phase (phase two) will result in the initiation and completion of the environmental permitting. Permits that will need to be obtained include: U.S. Army Corps (Section 404) and Water Board (Section 401) permits for compliance with the Clean Water Act; Lake and Streambed Alteration Agreement from the California Department of Fish and Wildlife (Section 1602); General Lease Permit from the State Lands Commission. A Biological Opinion from National Oceanic and Atmospheric Administration (“NOAA”) – National Marine Fisheries Service will also need to be issued via an Endangered Species Act (Section 7) consultation with Caltrans Local Assistance. Phase Two will be an additive option that may or may not be a responsibility of the selected consultant.

Source of funding: 100% funding through State and Federal bridge program funding. The project is being administered by Caltrans District 1 Local Assistance.

Contract administrator: Andrew Bundschuh, Senior Environmental Analyst
Humboldt County Public Works Department
1106 Second Street
Eureka, CA 95501
abundschuh@co.humboldt.ca.us / 707-445-7741

Selection process: The consultant will be selected using the One-Step RFQ process.

Selection criteria: Submitted Statements of Qualifications (“SOQs”) will be rated using the criteria and weighted values listed in Exhibit 10-B (*Suggested Consultant Evaluation Sheet*) of the Local Assistance Procedures Manual (“LAPM”). Exhibit 10-B can be found in Attachment 3.

Type of contract: The contract shall be a multi-phase contract based on the County’s standard Agreement for Consultant Services, provided in Attachment 2. The initial contract will be limited to the Environmental Analysis phase (phase one) with an option, to be exercised at the County’s sole discretion, to amend the contract to include the Environmental Permitting phase (phase 2). Selection for the Environmental Analysis phase does not ensure automatic selection for the permitting phase.

Method of payment: The method of payment shall be either Actual Cost-Plus-Fixed Fee or Specified Rates of Compensation. The method of payment shall be determined during cost negotiations with the highest-ranking firm. The highest-ranking firm will be invited to submit a cost proposal based on LAPM Exhibit 10-H (*Sample Cost Proposal*) (Attachment 4). The sample Agreement for Consultant Services (Attachment 2) is drafted assuming the Specified Rates of Compensation payment method will be used. If the Actual Cost-Plus-Fixed Fee method is used, the contract will be revised using language contained in LAPM Exhibit 10-R (*A&E Sample Contract Language*) (available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>).

1.2 Background

The Honeydew Bridge (Bridge No. 04C-0055) crosses the Mattole River near the community of Honeydew. The bridge provides a critical transportation link across the Mattole River in a rural, mountainous area. Average daily traffic is approximately 250 vehicles. The Mattole River provides critical habitat for listed salmonid species.

The bridge was constructed in 1920 as a single-lane bridge with two steel Camelback truss spans. The bridge is supported by a reinforced concrete pier and wing abutments on spread footings. The bridge has timber decking and rails. The total bridge length is 386 feet and the vertical clearance is 14 feet. The bridge is posted to limit truck and bus speeds to 15 miles per hour.

The bridge is classified as functionally obsolete due to geometric constraints, and is incompatible with modern highway use and the need for conveyance of heavy equipment and fire equipment. The truss structure has repeatedly been struck and damaged by oversized vehicles. Several main truss members and portal cross frames have been replaced, typically with plug welding. The truss portion of the bridge was last painted in the mid-1970s. Widening the bridge or increasing the vertical clearance are both technically infeasible. The overall sufficiency rating based on a July 15, 2014 inspection by Caltrans Structure Maintenance and Investigations was 13.3. The bridge is considered deficient due to its age, deteriorated condition, elevated maintenance costs and seismic susceptibility.

Consideration of bridge replacement began in the early 1970s. Initially there was interest in re-locating the bridge to allow re-aligning the approach road on the north side, in order to bypass several hillslope curves. A total of ten alternative routes were assessed. Based on this initial assessment, the preferred location for a new bridge alignment was located approximately 1,800 feet downstream of the existing alignment. The primary rationale for this selection was meeting the objective of straightening the alignment of the approach road to the north. In the late 1970s, the County acquired right-of-way for a new approach road on the north side of the Mattole River through dedication on a subdivision map. Right-of-way was not secured on the south side of the river. Funding to pursue this option was not secured and project development was discontinued.

In 1997, the Humboldt County Board of Supervisors passed a resolution stating the intent to replace the bridge based on its lowered sufficiency rating. The low rating was based on a history of incidents in which oversize vehicles had hit and damaged the structure, as well as the overall deteriorating condition of the bridge.

In 2011, Humboldt County Public Works initiated technical studies and engineering design for bridge replacement (discussed below). This work included updated hydraulic analysis, geotechnical evaluation, and preliminary design for the bridge and road approaches. A public meeting to discuss bridge design options was held in Honeydew on January 23, 2013. The proposed project includes establishment of a bypass road, demolition of the existing bridge, removal of the existing pier and construction of a new pier and abutments.

Historic Property Eligibility and Need for Joint EIR/EA Document.

The Honeydew Bridge was determined eligible for listing in the National Register of Historic Places (“NRHP”) in 2003 as a result of the Caltrans Historic Bridge Inventory conducted in the early 2000s. It was concluded that the Honeydew Bridge was eligible for listing in the NRHP under Criterion C as an excellent example of its type, period, and method of construction and as a rare and significant bridge type, the Camelback Truss.

For compliance with Section 106 of the National Historic Preservation Act, a Historic Resources Evaluation Report and a Historic Property Survey Report were completed in 2013. Since the County is proposing to replace the Honeydew Bridge with a new bridge at the same location, a Finding of Adverse Effect (“FOAE”) document must also be completed for Section 106 compliance. Having an adverse effect on a National Register-eligible historic property drives the need to complete an EIR for CEQA and an EA for NEPA.

The County is currently working with a consultant under a separate contract to complete the FOAE, which will conclude that the Project will have a direct adverse effect on the bridge. The FOAE document will need to be approved by Caltrans and the State Historic Preservation Office along with a Memorandum of Agreement (“MOA”) that will be necessary to stipulate measures to mitigate adverse effects on the historic bridge. Caltrans

will prepare the MOA with input from the County regarding mitigation measures. In addition to the FOAE and MOA, the County must prepare a Section 4(f) analysis that will be based largely on the conclusions of the Section 106 process.

It is important to note that the technical information and outcome of the Section 106 process will be incorporated into the joint EIR/EA document.

1.3 Documents Available for Review

Existing documents for the Project are available at <http://humboldt.gov.org/HoneydewBridge>:

- Natural Environmental Study (Humboldt County, December 2013)
- Historic Property Study Report, Historic Resource Evaluation Report, Archaeological Survey Report (December, 2013)
- Bridge Type Selection Study (Morrison Structures, January 2013)
- Bridge Construction Details (Morrison Structures, March, 2013)
- Recommended Bridge Type (Morrison Structures, April, 2013)
- Draft Design Hydraulic Study (Pacific Hydrologic Inc., July, 2013)
- Preliminary Geotechnical Report (Taber, May, 2012)

1.4 Project Funding and Schedule

Funding: It is estimated that the construction costs associated with replacing the Honeydew Bridge will be in the range of \$6-8 million dollars.

Schedule: Please note that the County is currently in the process of completing the Section 106 compliance process. The goal is to complete Section 106 compliance by September 2016. The outcome of the Section 106 process will help determine and support the pathway of the joint EIR/EA document and other studies. It is anticipated that the selected consultant can begin several tasks, including the joint EIR/EA document, prior to completion of the Section 106 process. The County recognizes that the timeline below may change based on when the Section 106 process is completed.

Table 1: Project Schedule

Project Milestone	Proposed Schedule ⁽¹⁾
Begin Initial Site Assessment	August 2016
Begin Joint EIR/EA	August 2016
Begin Visual Impact Assessment – Moderate Level Report	August 2016
Begin Biological Assessment for listed fish species	August 2016
Complete Section 106 process (County)	September 2016
Begin Public Outreach (ongoing)	October 2016
Complete Initial Site Assessment, Visual Impact Assessment, Biological Assessment	January 2017
Draft EIR/EA; Public Scoping	April 2017
Biological Opinion	May 2017
Complete Final Joint EIR/EA Document	August 2017
Complete Environmental Phase (CEQA/NEPA)	August 2017
Begin Right-of-Way Phase	September 2017
Begin Permitting	September 2017
Permits Obtained	February 2018
Complete Right-of-Way	July 2018
Advertise Project for Construction	December 2018
Begin Construction	May 2019
Complete Construction	October 2020

(1) Funding has not been programmed for Right of Way and Construction phases, therefore schedule dates for these phases reflect a best-case scenario.

2. SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

2.1 Overview

The scope of services solicited in this RFQ encompasses the environmental studies necessary to complete the Preliminary Engineering phase of the Project in accordance with Caltrans Local Assistance Program requirements and applicable laws and regulations under both CEQA and NEPA. In addition, environmental permitting is identified as an additive option at the sole discretion of the County. The selected consultant will prepare a joint EIR/EA document, reports, assessments, maps, permit applications, if applicable, and other supporting documentation. The selected consultant will also provide technical support for the County's coordination and communication with Caltrans, regulatory agencies, tribes and the general public. It is anticipated that the selected consultant will provide public scoping and outreach, which may include public forums, during the environmental phase of this project.

2.2 Project Goals

Project goals include the following:

1. Responsive project management
2. On-time task delivery
3. Thorough quality control and assurance
4. Community outreach and support

2.3 Project Objectives

Objectives for the Project include:

1. Provide necessary environmental documents to secure approval from Caltrans for completion of the Preliminary Engineering phase for the replacement of the Honeydew Bridge located on Mattole Road at PM 0.02 in Honeydew, California.
2. Comply with applicable standards in accordance with Caltrans Local Assistance Program requirements.
3. Comply with the applicable requirements of NEPA and CEQA. Based on consultation with Caltrans Local Assistance, the expected compliance pathway is a joint EIR/EA document for NEPA/CEQA compliance in conformance with the Federal Highways Administration/Caltrans programmatic process.
4. Provide accurate information and solicit input from the public that can be incorporated into the NEPA/CEQA process.
5. Consult with U.S. Army Corps of Engineers, NOAA – National Marine Fisheries Service, U.S. Fish & Wildlife Service, California Department of Fish & Wildlife, North Coast Regional Water Quality Control Board, State Lands Commission, and any other agency with jurisdiction, and obtain permits and approvals as applicable.
6. Target Contract Start Date: August 8, 2016.
7. Target Completion Date:
 - a) Environmental Analysis Phase (phase one) – August 2017
 - b) Environmental Permitting Phase (phase two) – February 2018

2.4 Products and Services

The specific scope of work will be developed by the selected consultant with direction from the County and incorporated into the final professional services agreement as Exhibit A. Products and services may include, but are not limited to, the following:

Phase One – Environmental Analysis

- Joint EIR/EA environmental document for CEQA and NEPA compliance.
- Participation and preparation of exhibits for public meetings and outreach materials.
- Coordination and facilitation of two public meetings (scoping and draft EIR/EA).
- Initial Site Assessment (phase one) for potential hazardous materials and/or waste.
- Visual Impact Assessment using Caltrans' Moderate Level Annotated Outline.
- Biological Assessment for federally listed fish species with hydroacoustic analysis.
- Biological Evaluation for state-only listed species, if needed.

Phase Two – Environmental Permitting

- Applications for environmental permits (Section 404, Section 401, Section 1602 and State Lands Commission).
- Coordination of permit and approval acquisition.

2.5 Work Performed by Others

The County may decide to conduct the work included in the Environmental Permitting phase by qualified County staff. This work is dependent on staffing availability and work levels at the time. Therefore, it is listed as a product and service that the selected consultant should be ready to complete if given direction by the County.

3 GENERAL CONDITIONS

3.1 Selection Process

Review and Rating of Statements:

1. The County will designate a consultant selection committee to evaluate each SOQ submitted in response to this RFQ.
2. Selection committee members will develop an initial rating of each SOQ using the criteria and weighted values contained in LAPM Exhibit 10-B (*Suggested Consultant Evaluation Sheet*).
3. Based on the average initial ratings, the committee will establish a short list of the most qualified candidates. All consultant candidates will be notified of the results of the initial reviews.
4. The committee will interview approximately two to four of the short-listed candidates.
5. Based on the submitted SOQs and the interview results, the committee will develop a final rating of the interviewed candidates. All consultant candidates will be notified of the results of the final reviews.

Contract Development:

1. The County will schedule a scoping meeting with the highest-ranking consultant candidate to discuss specific details of the scope of work.
2. The highest-ranking consultant candidate will be asked to submit a detailed scope of work, schedule, and cost proposal within three weeks of the scoping meeting. The cost proposal will need to be consistent

with LAPM Exhibit 10-H (*Sample Cost Proposals*). The County and the highest-ranking consultant candidate will negotiate a fair and reasonable cost for the services and products to be provided. The scope of work, schedule, and cost proposal will be incorporated into the contract.

3. The highest-ranking consultant candidate will be asked to submit LAPM Exhibit 10-K (*Consultant Certification of Contract Costs and Financial Management System*) (Attachment 6) and Exhibit 10-O2 (*Consultant Contract DBE Information*) (Attachment 8).
4. The contract and Exhibit 10-K will be submitted to Caltrans Division of Audits and Investigations (“Caltrans A&I”) for review.
5. The contract will be submitted to the Humboldt County Board of Supervisors for review and approval.

If the County is unable to successfully negotiate a satisfactory contract with the highest-ranking consultant candidate, the County may commence negotiations with the remaining candidates in order of their ranking. This process will continue until either an agreement is reached or the County decides to re-advertise the RFQ.

3.2 Submittals

Content:

The required content for the SOQ is detailed in Section 4 of this RFQ.

Submittal Format:

Consultant candidates shall provide an electronic copy (either on CD, via e-mail as an attachment, or via e-mail with a link to an Internet location) to the contact listed below. No hard-copies should be submitted.

Deadline for Delivery of Submittals:

The deadline for submission of an SOQ is 4:00 p.m. on June 22, 2016. Submittals shall be delivered, mailed or emailed to:

Humboldt County Public Works Department
Andrew Bundschuh, Senior Environmental Analyst
1106 Second Street
Eureka, CA 95501
abundschuh@co.humboldt.ca.us

Submittals received by any County office other than the Public Works Department will be rejected and returned unopened.

Time is of the essence, and any submittals arriving after the above-referenced submission deadline, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the consultant candidate to ensure that its SOQ is received before the submission deadline. Submittals received after the submission deadline will be returned unopened. However, nothing in this RFQ precludes the County from requesting additional information at any time during the evaluation process.

Exceptions, Objections, and Requested Changes:

Consultant candidates should carefully review the terms and conditions of this RFQ and the sample Agreement for Consultant Services provided in Attachment 2. Any exceptions, objections, or requested changes to this RFQ or the sample Agreement shall be clearly stated and explained in the submitted SOQ with supporting rationale. Descriptions of any exceptions, objections, or requested changes should include the page and paragraph number of the portion of the RFQ or sample Agreement being referenced. Protests based on any

exception, objection, or requested change shall be considered waived and invalid by the County if the exception, objection, or requested change is not clearly identified and explained in the SOQ.

Requests for Supplemental Information:

The County reserves the right to require the submittal of additional information that supplements or explains response materials.

Right to Reject Submittals:

The County reserves the unqualified right to reject any and all submittals received in response to this RFQ, or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a submittal.

Reimbursement of Costs:

No reimbursement whatsoever will be made by the County for any costs incurred by consultant candidates related to the preparation or presentation of responses to this RFQ.

Notification of Withdrawal of Submittal:

A consultant candidate may withdraw its submittal at any time prior to the submission deadline upon formal written notice. Submittals shall become the property of the County after the submission deadline has passed.

3.3 Disadvantaged Business Enterprises

Participation in subcontracting opportunities by Disadvantaged Business Enterprises (“DBE”) is encouraged. Attachment 5 contains LAPM Exhibit 10-I (*Notice to Proposers DBE Information*). The goal for DBE participation for this Project has been calculated to be 16% based on the number of qualified DBE participants stating they are available to perform the work associated with this Project in Humboldt County. Consultant candidates are encouraged to obtain DBE participation whenever possible.

3.4 Contractual Requirements

Contract Audit and Review Process Requirements:

The final contract awarded hereunder, and any subcontracts associated therewith, are subject to audit or review by Caltrans A&I, other state audit organizations, or the federal government. The selected consultant and any subconsultants are responsible for complying with state, federal, and contract requirements related to audits and reviews. This Project will be subject to the contract audit and review requirements detailed in LAPM Chapter 10, Section 10.3.

The selected consultant and any subconsultants must certify the accuracy of their contract costs and adequacy of their financial management system by submitting Exhibit 10-K (*Consultant Certification of Contract Costs and Financial Management System*) to Public Works. Public Works will then submit the certification to Caltrans A&I in accordance with the LAPM. All supporting documentation, including Exhibit 10-L (*Local Agency Certification of Cost Analysis*), must be retained in the project files for the required retention period in the event an audit or review is performed.

Financial Management and Accounting System Requirements:

The selected consultant must have in place an adequate financial management and accounting system as required by Title 48 of the Federal Code of Regulations (“CFR”) Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Prevailing Wage Requirements:

The selected consultant, and any subconsultants with subcontracts exceeding \$25,000, shall be responsible for complying with the applicable State of California Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., as well as all other applicable local, state and federal wage requirements. California State Prevailing Wage information is available at the following California Department of Industrial Relations DIR websites:

- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

Non-Discrimination Requirements:

The sample Agreement for Consultant Services attached hereto contains the following non-discrimination and compliance provisions. All subcontracts under this project must also contain these provisions.

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

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Disadvantaged Business Enterprises (DBE) Participation:

The sample Agreement for Consultant Services attached hereto contains the following provisions regarding DBE participation. All subcontracts under this project must also contain these provisions.

- A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract has been determined to be sixteen percent (16%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants” CEM-2402F [Exhibit 17-F of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to COUNTY’s Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants” form is submitted to COUNTY’s Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY’s Contract Administrator within thirty (30) calendar days thereof.

3.5 Schedule

The following schedule indicates the anticipated dates for steps in the consultant selection process. The County reserves the right to modify this schedule as circumstances may require.

1. The RFQ will be issued on June 1, 2016.
2. Consultant candidates may submit questions via e-mail to the contact listed below until 5 p.m. on June 10, 2016. A summary of all questions and answers and new or updated information related to this RFQ will be distributed via e-mail on or around June 15, 2016, to candidates who have requested this information.
3. Consultant candidates shall submit responses to this RFQ to be received by Humboldt County Public Works by 4 p.m. on June 22, 2016.
4. The RFQ review committee expects to complete the initial rating within one to two weeks following receipt of submittals.
5. Interviews with the short-listed consultant candidates will be conducted in July 2016. The County aims to make a final rating by July 15, 2016.
6. The County will schedule a scoping meeting with the highest-ranking consultant candidate. The selected consultant candidate will be asked to submit a detailed scope of work, schedule, and cost proposal within three weeks of notification. The contract and audit-related documentation will be submitted to Caltrans A&I for review and then to the Humboldt County Board of Supervisors for review and approval.
7. It is expected that the selected consultant will be given notice to proceed on or around August 8, 2016. The selected consultant should be prepared to begin work on the project immediately thereafter.

3.6 Public Records and Trade Secrets

All submittals received in response to this RFQ shall become the property of the County and are subject to disclosure under the California Public Records Act, Government Code Sections 6250 et seq.

This RFQ and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any portion of a submittal that is deemed to be a trade secret by the consultant candidate shall be clearly marked “PROPRIETARY INFORMATION” at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if the consultant candidate agrees to indemnify, defend and hold harmless the County in any action brought to compel disclosure of such information. Consultant candidates, by submitting proprietary

information, agree that the County's failure to contact the consultant candidate prior to release of such information will not be a basis for liability by County or any County employee.

3.7 Interpretation of RFQ

The consultant candidate is responsible for meeting all of the requirements, specifications and conditions stated in this RFQ and the sample Agreement for Consultant Services attached hereto. If the consultant candidate finds discrepancies in, or omissions from, the RFQ, or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquiries shall be directed to:

Humboldt County Public Works Department
Andrew Bundschuh, Senior Environmental Analyst
1106 Second Street
Eureka, CA 95501
abundschuh@co.humboldt.ca.us

Any changes to this RFQ will be made and distributed only by written addendum hereto.

3.8 Conflict of Interest

Consultant candidates warrant and covenant that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

4 SUBMITTAL REQUIREMENTS

The purpose of the SOQ is to demonstrate the consultant candidate's ability and capacity for supporting the County's successful completion of the Project.

4.1 Transmittal Letter

The transmittal letter shall be addressed to the contact identified in Section 3.2. The letter shall provide the consultant candidate's primary contact information, list any sub-consultants, and identify the offices where work will be conducted. The letter shall note any exceptions, objections or requested changes to the RFQ or sample Agreement for Consultant Services attached hereto.

4.2 SOQ Package

The submitted SOQ shall include the following elements:

1. Project Team:

Identify the members of your team, including sub-consultants (if any), and describe each member's role and responsibilities. Discuss the projected availability of key staff and how you will assure staff continuity and timely work performance. Include an organizational chart.

2. Project Understanding and Approach:

Discuss your team's approach for completing the scope of work. Demonstrate your team's understanding of the requirements, challenges and potential hurdles for the Project. Discuss strategic considerations for achieving the goals and objectives set forth herein. Describe your team's abilities to implement or innovative advanced techniques and identify opportunities for the use such techniques. Discuss how your team will provide value to the County.

3. Qualifications and Experience:

Describe your team's qualifications for providing the requested services. Discuss previous relevant experience and explain how this experience will enable your team to deliver high-quality, cost-effective services for this Project. Discuss your team's track record meeting budget and schedule requirements with large and/or time sensitive projects. Discuss your team's experience working with Caltrans and your experience with state or federal audits. Discuss your team's experience successfully working through the CEQA and NEPA process and communicating with the public and interest groups regarding controversial or sensitive projects.

4. References:

Submittals shall include past and present performance information from a minimum of three former clients (preferably government agencies). The performance information included in each reference must be clearly correlated to the requirements of this RFQ. Each reference shall include:

- a. The agency name, address, email address and telephone number for the current contact person of each referenced client.
- b. The dates of the work performed for referenced clients.
- c. A summary of the services performed for the referenced clients, including the time frame for implementation and date delivered.

5. Evidence of Insurability/Business Licenses:

Submittals shall include evidence of eligibility for all insurance coverages required by Article XXV of the sample Agreement for Consultant Services attached hereto (for example, certificates of similar insurance coverages obtained for other projects, or documentation from an insurance company showing that the consultant candidate has the ability to obtain the required insurance coverages). Upon the award of a contract, the successful consultant will have ten calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a contract has been awarded. In addition, all consultant candidates shall certify the possession of any and all required licenses. A copy of current business licenses or other applicable licenses must be submitted with the SOQ.

6. Attachments:

- a. Staff Resumés - Resumés of key staff.
- b. Consultant Proposal DBE Commitment - LAPM Exhibit 10-O1 (*Consultant Proposal DBE Commitment*). Even if no DBE participation will be reported, the form must be submitted.

5 CANCELLATION OF RFQ PROCESS

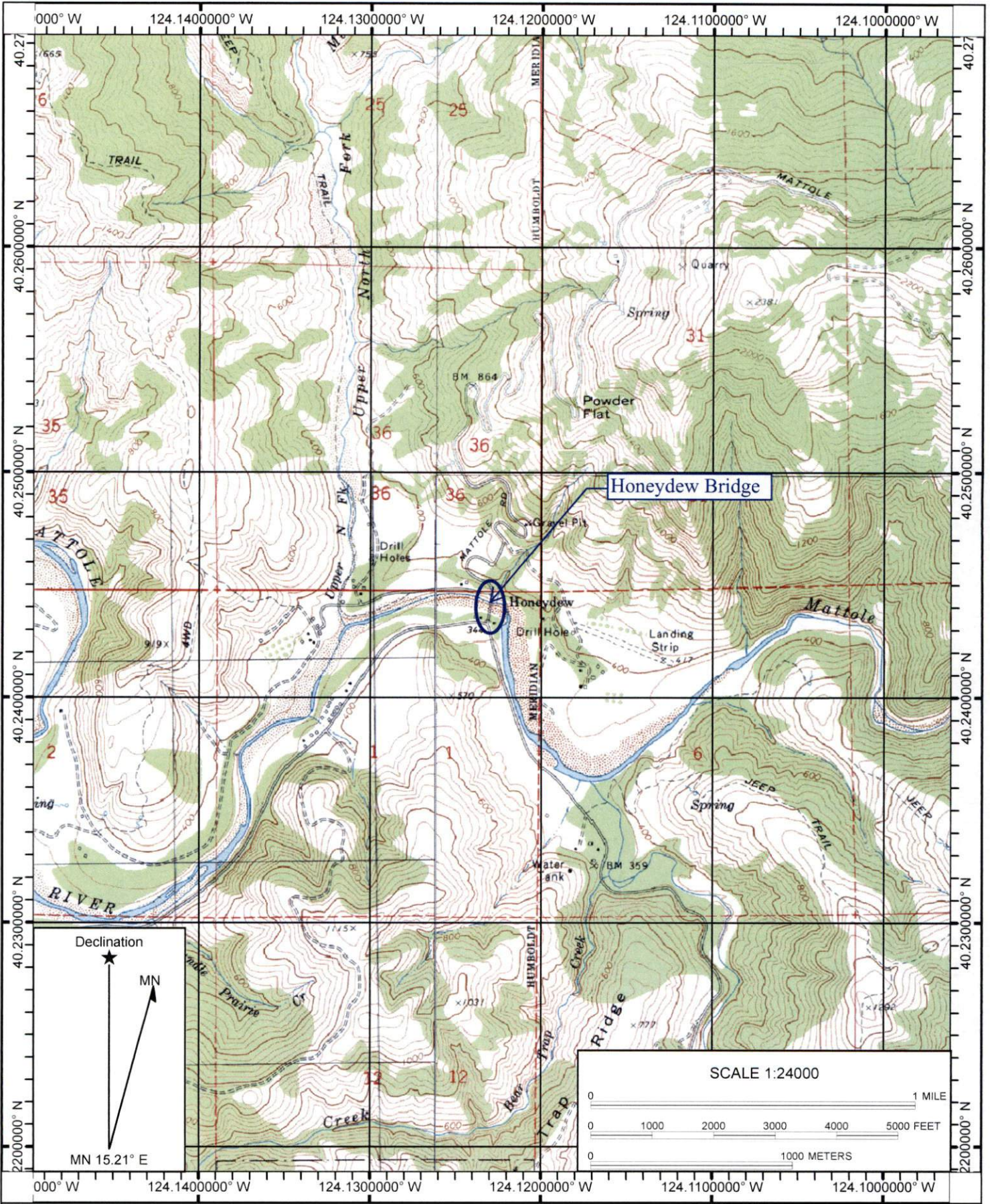
The RFQ process may be canceled after opening, but prior to award, if the County determines that cancellation is in the best interest of the County for reasons similar to the following:

1. The services are no longer required.
2. The submittals received did not arrive in open competition, were collusive or were not submitted in good faith.
3. The County determines that its needs can be satisfied through an alternative method.

The County hereby reserves the right to amend or modify this RFQ prior to award of a contract, as necessity may dictate, and to reject any and all submittals received hereunder. This RFQ does not commit the County to award

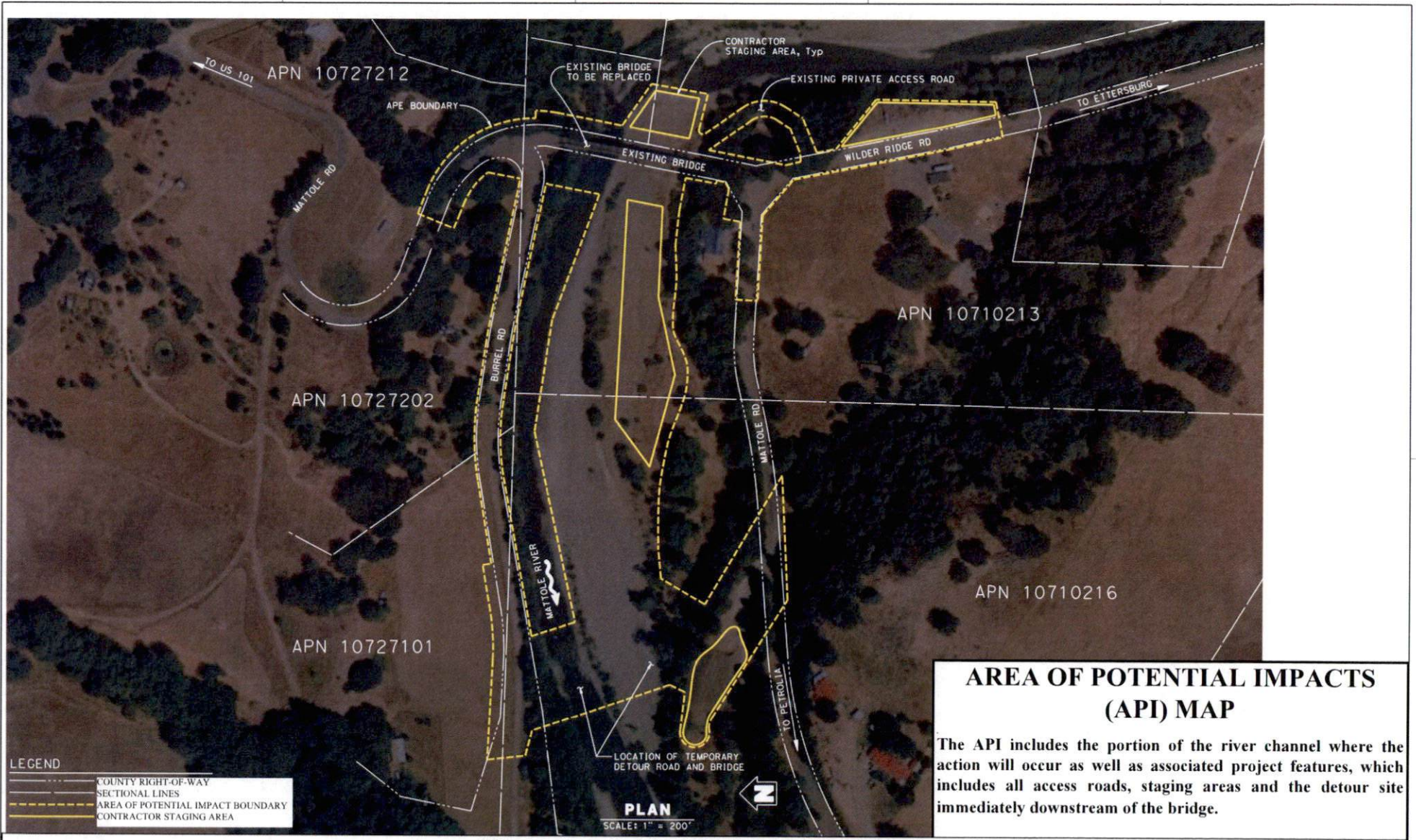
a contract or to pay any costs incurred in the preparation a submittal in response to this RFQ. The County reserves the right to accept or reject any or all submittals received as a result of this RFQ, to negotiate with any qualified source or to cancel in part or in its entirety this RFQ, if it is in the best interest of the County as determined thereby.

Attachments



Name: HONEYDEW
 Date: 05/09/16
 Scale: 1 inch = 2,000 ft.

Location: 040.2441406° N 124.1228912° W



**Honeydew Bridge Replacement Project
Humboldt County Public Works Department**

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND

[NAME OF CONSULTANT]

FOR
ENVIRONMENTAL SERVICES FOR
HONEYDEW BRIDGE REPLACEMENT PROJECT

Project No. []

This contract entered into this _____ day of _____, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Engineering and Environmental services which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

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

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be [Name]. The Contract Administrator for COUNTY will be Andrew Bundschuh, Senior Environmental Analyst of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT’s Cost Proposal dated [Date]. The approved CONSULTANT’s Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on [Date], contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on [Date], unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Attachment B – Cost Proposal & Work Schedule. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the cost proposal.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.

- E. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made for any work performed prior to approval of this contract.
- G. This contract is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on the project and work shall not commence until the contract has been executed by COUNTY.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices itemizing all costs are required for all work performed under this contract. Invoices shall be submitted no later than forty five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the work. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number and project title. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI – Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, CA 95501

- I. The period of performance for the work required hereunder shall be in accordance with the dates specified in Attachment B – Cost Proposal & Work Schedule. No work will be undertaken which extends beyond the expiration date of this contract.
- J. The total amount payable by COUNTY for all work performed hereunder shall not exceed [Amount] Dollars (\$), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B – Cost Proposal & Work Schedule.
- K. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Attachment B – Cost Proposal & Work Schedule, no payment will be made until the deliverable has been satisfactorily completed.
- L. Change orders may not be used to amend this contract and may not exceed the scope of work under this contract.
- M. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such

termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

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

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

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation

of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et

seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is Zero percent (0%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-02), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).

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

ARTICLE XXI – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from

the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII – DISPUTES

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

ARTICLE XXIII – INSPECTION OF WORK

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

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."

- d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, CA 95501

CONSULTANT: [Name of Consultant]
Attn: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data and information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

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

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

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

COUNTY: Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, California, 95501

CONSULTANT: [Name of Consultant]
Attn: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

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

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[CONSULTANT’S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Mark Lovelace
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)

Attachment D – Consultant Contract DBE Information (Exhibit 10-02)

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET *

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	0

Evaluator

Contract Office

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

*Notes:

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as local presence or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of the criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted values must be identified in the RFP. If the RFP has different evaluation criteria or weighted values then the information above would have to be changed to match. The Contract Office is to initial and date in the space provided to verify that the criteria and weighted values used in the evaluation sheet are appropriate and that the sheet has been completed correctly.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

Distribution: Local Agency Project Files

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

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

Note: Mark-ups are Not Allowed

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ 0.00
(Sr. Env. Scientist)	_____	_____	\$ _____	\$ 0.00
(Envio. Scientist)	_____	_____	\$ _____	\$ 0.00
(Biologist)	_____	_____	\$ _____	\$ 0.00
_____	_____	_____	\$ _____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 0.00
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 0.00

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)
e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 0.00

INDIRECT COSTS

f) Overhead (Rate: 0.00%)
 g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 0.00%)
 i) Gen & Admin [(c) x (h)] \$ 0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 0.00

FEE (Profit)

q) (Rate: 0.00%)
k) TOTAL FIXED PROFIT [(c) + (j)] x (q) \$ 0.00

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ 0.00
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ 0.00

p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 0.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 0.00

NOTES:

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

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

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

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date _____

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
_____	_____			

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	_____	+	0.00%	=	_____	Year 2 Avg Hourly Rate
Year 2	_____	+	0.00%	=	_____	Year 3 Avg Hourly Rate
Year 3	_____	+	0.00%	=	_____	Year 4 Avg Hourly Rate
Year 4	_____	+	0.00%	=	_____	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.0%	*	_____	=	0	Estimated Hours Year 1
Year 2	0.0%	*	_____	=	0	Estimated Hours Year 2
Year 3	0.0%	*	_____	=	0	Estimated Hours Year 3
Year 4	0.0%	*	_____	=	0	Estimated Hours Year 4
Year 5	0.0%	*	_____	=	0	Estimated Hours Year 5
Total	0%		Total	=		

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	_____	*	0	=	\$ 0.00	Estimated Hours Year 1
Year 2	_____	*	0	=	\$ 0.00	Estimated Hours Year 2
Year 3	_____	*	0	=	\$ 0.00	Estimated Hours Year 3
Year 4	_____	*	0	=	\$ 0.00	Estimated Hours Year 4
Year 5	_____	*	0	=	\$ 0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 0.00	
	Direct Labor Subtotal before Escalation			=		
	Estimated total of Direct Labor Salary Increase			=	0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date _____

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
							0.00%	
							0.00%	
							0.00%	
							0.00%	
							0.00%	
							0.00%	

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

NOTES:

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

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

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

Note: Mark-ups are Not Allowed

Consultant _____ Consultant Name _____ Contract No. _____ Contract No. _____ Date _____

Page 1 of 2

Unit/Item of Work:

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

Include as many Items as necessary.

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	\$ 0.00
Sub-professional/Technical*	_____	_____	\$ 0.00
EQUIPMENT (with Operator)	_____	_____	\$ 0.00
OTHER DIRECT COST			
Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	_____	\$ _____	\$ 0.00
Supplies/Consumables (Itemize)	_____	\$ _____	\$ 0.00
Travel/Mileage	_____	\$ _____	\$ 0.00
Report (if applicable)	_____	\$ _____	\$ 0.00
TOTAL COST PER UNIT OF WORK			<u>\$ 0.00</u>

NOTES:

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

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 16.00 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

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

Local Government: _____

Contract Number: _____ Project Number: 594055

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

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

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

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Humboldt County Public Works 2. Contract DBE Goal: 16.00
 3. Project Description: Environmental Services for Honeydew Bridge Replacement Project
 4. Project Location: Honeydew, Humboldt County
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: <u>594055</u> 18. Federal-Aid Project Number: <u>BRLS-5904(024)</u> 19. Proposed Contract Execution Date: <u>August 8, 2016</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____			
22. Local Agency Representative's Name _____ 23. Phone _____			
24. Local Agency Representative's Title _____	12. Preparer's Signature _____ 13. Date _____		
	14. Preparer's Name _____ 15. Phone _____		
	16. Preparer's Title _____		

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County Public Works 2. Contract DBE Goal: 16.00
 3. Project Description: Environmental Services for Honeydew Bridge Replacement Project
 4. Project Location: Honeydew, Humboldt County
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$ %
20. Local Agency Contract Number: <u>594055</u> 21. Federal-Aid Project Number: <u>BRLS-5904(024)</u> 22. Contract Execution Date: <u>August 8, 2016</u>	14. TOTAL CLAIMED DBE PARTICIPATION		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 23. Local Agency Representative's Signature 24. Date _____ 25. Local Agency Representative's Name 26. Phone _____ 27. Local Agency Representative's Title			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 15. Preparer's Signature 16. Date _____ 17. Preparer's Name 18. Phone _____ 19. Preparer's Title

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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