

Request For Qualifications County of Fresno

Number: PWP24-036

On-Call Architectural & Engineering Consultant Services for various Public Works Projects

Date Released: October 29, 2024

Statement of Qualifications (SOQs)

Due prior to: 12:00 PM (Noon), Friday, December 13, 2024 Pacific

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday December 6, 2024**. Information that is reasonably available and will facilitate preparation of responses, requests for clarification and associated responses, and any addenda to this RFQ will be posted at:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Request-For-Proposals/rfq-on-call-architectural-and-engineering-services-2024>

To receive email notification of updates to this RFQ, submit your email address on the RFQ webpage. Updates and addenda will not otherwise be distributed.



Department of Public Works and Planning

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Attachments:

- A. Exhibit 10-I, Notice to Proposers Disadvantaged Business Enterprise Information*
- B. Sample Cost Proposal for Contracts with Specific Rates of Compensation
- C. Exhibit 10-B, Consultant Evaluation Sheet
- D. Exhibit 10-Q, Disclosure of Lobbying Activities*
- E. State Water Resources Control Board Financial Assistance Program*
- F.1 Exhibit 10-01, Consultant Proposal DBE Commitment*
- F.2 Exhibit 10-02, Consultant Contract DBE Commitment*
- G. Exhibit 15-H, Proposer / Contractor Good Faith Efforts*
- H. Self-Dealing Transaction Disclosure Form
- I.1 Certification of Indirect Costs and Financial Management System*
- I.2 California Safe Harbor Indirect Cost Rate Program*
- I.3 AASHTO Internal Control Questionnaire
- J. Sample Agreement

*Attachments A, B.2, D, E, F, G, and I are for Federally funded projects only.

Preface

The County of Fresno is seeking qualified consulting firms to provide on-call architectural, engineering, and related services as may be necessary for Public Works Projects. The response to this solicitation will be in the form of a Statement of Qualifications (SOQ).

It is the intent of the County to engage a variety of consultants to provide professional services as described herein. However, the County reserves the right, at its sole discretion, to terminate this Request for Qualifications (RFQ) process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFQ, or to the selected consultant(s) prior to Board of Supervisors' approval of a consultant services agreement.

All qualified firms interested in providing these services are invited to submit an SOQ for consideration. The Consultant's SOQ will be evaluated and ranked according to the criteria provided in Attachment C, "Proposal Evaluation," of this RFQ.

If your firm submits an SOQ and is selected for an interview, it is anticipated that interviews will be held between January 27- February 7, 2025.

Addenda to this RFQ, if issued, will be posted on the County's website at:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Request-For-Proposals/rfq-on-call-architectural-and-engineering-services-2024>

IMPORTANT: It shall be the Consultant's responsibility to check the County of Fresno website to obtain any addenda that may be issued.

NOTE: Firms that currently have an existing On-Call Architectural & Engineering Consultant Services agreements with the Department for any of the below disciplines need not submit an SOQ.

1. Introduction and Project Overview

The Fresno County Department of Public Works and Planning (hereinafter referred to as "the Department") is seeking qualified architectural and engineering consultant and related services to provide on-call consulting services through a Consultant Services Agreement (hereinafter referred to as "Agreement") for various Public Works projects (hereinafter referred to as "the Projects"). The Projects may include, but are not limited to, road reconstruction, road widening, bridge replacement, bridge rehabilitation, bike paths, trails, traffic signal design, traffic calming, hydraulic analysis, groundwater well design, potable water treatment and distribution systems, wastewater collection systems and treatment plants, and capital improvements.

The Department is seeking firms to perform services according to the following disciplines:

- Assessment Engineering 1-2 firms
- Certified Access Specialist (CASP) Certification – 1-2 firms
- Cost Estimating Validation – 1-2 firms
- Electrical Engineering – 1-3 firms
- Landscape Architecture – 1-3 firms
- Plumbing and Mechanical Engineering – 1-3 firms
- Qualified SWPPP Developer and/or Practitioner – 1-3 firms
- Surveying – 3-5 firms
- Traffic Engineering – 1-3 firms
- Transportation Planning – 3-5 firms
- Utility Locating – 1-3 firms
- Water and Natural Resources Engineering – 3-5 firms

The consultant may propose on one or more types of service or discipline and if the consultant does not have adequate resources to perform all the professional services in a specific discipline, the consultant may retain subconsultants to perform services at the agreed upon hourly rates attached as an exhibit to the Agreement. Consultants may not charge a markup on subconsultant charges; however, the consultant may include administrative time in their fee proposal to administer their subconsultant contracts. The Department reserves the right to approve all subconsultants.

At the time of SOQ submission, Consultants may opt in to be considered for providing services for federally funded projects. For federally funded projects, the provisions of 49 CFR, Part 26 (“Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” and “State Water Resources Control Board and California State Department of Public Health Financial Assistance Program Requirements”) require that a local agency receiving federal-aid funds complies with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms, have an opportunity to participate in the projects. The DBE Goal for agreements for firms providing services for federally funded projects is listed in Attachment A - Exhibit 10-I, Notice to Proposers Disadvantaged Business Enterprise Information. DBE goals will additionally be established on a project-by-project basis. Therefore, non-DBE proposers are encouraged to retain DBE subconsultants. It is the Consultant’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation’s Race Conscious DBE program developed pursuant to the regulations (See Attachment A, Notice to Proposers DBE Information; Attachment E, State Water Resources Control Board Financial Assistance Program, Attachments F.1, F.2 Consultant DBE Commitment forms, and Attachment G Proposer / Contractor Good Faith Efforts).

Consultants opting to be considered for federally funded projects should be aware that the provisions of 49 CFR, Part 26, HUD, USDOT and the Department's DBE Program may apply during the course of the consulting Agreement and would require reporting on the part of the consultant in the event a work activity requires the participation of a subconsultant other than one originally listed by the consultant, and which is approved by the Department. Additionally, projects funded by a federal grant or loan would require compliance with the particular disadvantaged business enterprise program established by the funding federal agency.

Prospective respondents to this RFQ are encouraged to review the Department's Liability Insurance and Indemnification Requirements included in the Sample Agreement (Attachment J).

If an Agreement is successfully negotiated with your firm, your firm may be asked to provide professional services on an on-call basis. **The Department's representative will send the contracted consultants all miniature Requests for Proposals (mini-RFPs) for a particular service.** This letter will include a description of the professional services needed, a detailed project description, a location map and other relevant material the Department is able to provide. Based on the information provided by the Department, the consultant will be asked to provide a detailed proposal, including a refined scope of work to better address the needs of the Department if necessary, a schedule, and a sealed or password protected project fee proposal. The proposals will then be ranked by reviewers, and passwords will be requested from the top ranked consultant. If negotiations are unsuccessful with the top ranked firm, negotiations may begin with the next highest-ranking firm. Final authorization shall be provided in writing by the Department's Contract Administrator. Once written authorization is given, the consultant shall perform the required service within the agreed upon parameters.

The maximum term of the Agreement will be three years from the Board of Supervisors execution. The maximum total dollar amount for all agreements awarded is an aggregate of \$6,000,000. The total fees paid to the consultant will be dependent upon the professional services performed for the projects. No guarantee is made that the total fee or any fee will be received by the consultant.

The hourly and cost rates presented in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates once annually for inflation. The consultant may request new labor rates from the Department, subject to written approval of the Department's representative. The consultant shall initiate the rate adjustment process by submitting a proposed adjusted fee schedule to the Department for review and approval. The Department's Director or their designee expressly reserves the right to approve all labor rate increases. Specific project work may be extended or may be transferred to another consultant if work is not concluded by the end of the Agreement.

Where specific functions are required by law to be performed by the Department or where specific functions are listed in the Agreement as to be performed by the Department, Department staff will perform the actual work function.

All interested consultants are invited to respond to this RFQ.

2. Anticipated Schedule

Date	Description
Oct. 29, 2024	RFQ Issued
Dec. 6, 2024	Requests for Clarification Due
Dec. 13, 2024	Deadline for submittal of SOQ
Jan. 6-10, 2025	Selection Committee recommends shortlist
Jan. 27- Feb. 7, 2025	All submitting firms notified of results, interviews scheduled for shortlisted firms
March 2025	Recommendation to Fresno County Board of Supervisors
March 2025 TBD	Consultant finalists submit signed final agreements for Department routing and approval
April 2025 TBD	Director executes agreements & Agreements provided to consultants

3. Services Required of the Consultant

Consultant services on a project may include but are not necessarily limited to the services listed in the Sample Agreement in Appendix B Scope (Sample Agreement is attached as Attachment J).

4. Services Provided by the Department

Services provided by the Department are listed in the Sample Agreement in Article 2 (Attachment J) and shall include, but are not limited to the following:

1. Examine documents submitted and render timely decisions pertaining thereto;
and
2. Provide a Project Administrator to serve as a Department representative for individual projects.
3. Provide a Contract Administrator to serve as a Department representative regarding implementation of the Agreement.

5. SOQ Submittal Requirements

The SOQ shall be received at: <https://www.bidexpress.com/businesses/36473/home>. Details about Bid Express are posted to the website.

The SOQ shall consist of up to three (3) parts:

1. Solicitation Form (Required)

Provide the following information in the fields provided in the Solicitation:

- a. Firm Information
 - i. Firm name, address, phone number
 - ii. Type of organization (sole-proprietorship, partnership, or corporation).
 - iii. Contact person's name, phone number, and email address through which to send correspondence relating to this RFQ/SOQ.
 - iv. Contact information for firm principal(s) who will be responsible for overall coordination and management of the Agreement.
- b. Include a Conflict-of-Interest Statement. The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract.
- c. Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.
- d. Agreement Statement. The proposing Consultant shall disclose any issues or needed changes to the proposed contract agreement included as Attachment J Sample Agreement. The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.
- e. List the name, phone number, email address and projects of at least four (4) client references.
- f. Areas of Interest and Eligibility – Indicate disciplines, project types, funding sources, and contract types for which the consultant is applying to be considered.

2. Attachments to all SOQs (Required)

Provide the following information uploaded to the Solicitation as a separate pdf for each:

- a. Cover Letter / Executive Summary
- b. Firm principal(s) who will be responsible for overall coordination and management of the Agreement, and their educational background, credentials and experience.
- c. Key personnel who may work on projects with their educational background, credentials and experience on comparable projects.
- d. List of current staff, including job classification.
- e. Subconsultants to be used, if any, and their experience in their respective fields. Indicate the tasks to be performed by these subconsultants.
- f. Firm qualifications.
- g. Firm organization chart.
- h. List current projects or commitments in your office.
- i. List in reverse chronological order for the last four (4) years projects completed or under design for which your firm provided engineering consultant services in the category or categories of services which your firm is proposing to provide, and indicate for each:
 - a. Name of project
 - b. Project location(s)
 - c. Brief description
 - d. Name of owner
 - e. Name of owner's contact person, telephone number and email
 - f. Your firm's specific involvement
 - g. Status of completion

3. Attachments related to Federally Funded eligibility (Optional)

For consideration to be eligible for federally funded projects, upload to the Solicitation as a separate pdf for each section below:

- a) List portions of work that could potentially be completed by a DBE subconsultant under this Agreement. The DBE goal for the agreement is listed in Attachment A. Projects receiving federal aid may have an additional DBE goal and consultants are encouraged to assist the Department in meeting any goal established for a Project. Note that the

ability to identify and utilize DBE subconsultants will not be used as a criterion for selecting on-call consultants.

- b) Complete Exhibit 10-O1, Consultant Proposal DBE Commitment, (Consultant Contracts) from the LAPM to be included in the proposal (see Attachment F.1 to this RFQ). The DBE Commitment will be included as an Exhibit to the Agreement upon a successful contract negotiation. Exhibit 10-O2, Consultant Contract DBE Commitment, will be submitted in the sealed fee proposal on a project-by-project basis (See Attachment F.2 to this RFQ).
- c) While Consultants whose DBE Commitment will not meet the DBE Goal listed in Attachment A Notice to Proposers Disadvantaged Business Enterprise Information are required to attach Exhibit 15-H, Proposer / Contractor Good Faith Efforts (See Attachment G), all consultants who wish to be considered for eligibility for federally funded projects are encouraged to attach their Exhibit 15-H, Proposer / Contractor Good Faith Efforts.

6. Consultant Fees and Financial Management System

If selected for an interview, consultants shall be requested to submit a sealed password protected “fee proposal” or “cost proposal” containing the consultant’s and subconsultants’ hourly fees within one (1) week of the request. Consultants and their subconsultants are to use the “Attachment B. - Sample Cost Proposal” by deleting the sample data from within the proposal and inserting their fees. If selected as a finalist, consultants shall be requested to submit the password to the sealed password protected Fee Proposal for review and attachment to the consultant services agreement.

If your firm is selected for an interview, your firm will be asked to submit in a password protected file your specific rates of compensation fee schedule.

If you have indicated in your SOQ that your firm would like to be eligible for federally funded projects, your firm will be asked to submit in a password protected file and, if your firm or proposed subconsultant firms has an approved ICR: a completed Certification of Indirect Costs and Financial Management System form (Attachment I.1), the ICR Schedule with FAR References for Disallowed Costs, the Cognizant Approval Letter for the ICR FYE Proposed for your firm and each of your proposed subconsultants. If your firm or proposed subconsultants do not have an approved ICR, your firm will be asked to submit in a password protected file, a “California Safe Harbor Indirect Cost Rate Program” form, otherwise known as a Safe Harbor Rate (SHR) Request Form (Attachment I.2). Your firm will also be asked to submit the AASHTO Internal Control Questionnaire for Consulting Engineers (Attachment I.3). An Agreement shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-

3, 49 CFR Part 18, and 48 CFR Part 31. See Attachment I Indirect Cost Rate Forms and Article 5 Section C Indirect Cost Rate in Attachment J Sample Agreement.

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFQ

7. Consultant Selection Procedure

The selection procedure shall be in accordance with Fresno Department Ordinance Code Chapter 4.10 and applicable provisions of the "Policy for Selection and Compensation of Architectural/Engineering Consultants" as revised by the Board of Supervisors on October 2, 2007 and Chapter 10 Consultant Selection, of the California Department of Transportation's Local Assistance Procedures Manual.

Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations to the Fresno County Board of Supervisors. The Committee will consist of representatives of the Department, other County of Fresno Departments, outside agencies or private companies if considered necessary or desirable for the selection process. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission. These firms may be invited to participate in interviews prior to a final selection.

The Committee will address the criteria listed in Attachment C "Exhibit 10-B, Consultant Evaluation Sheet" in its evaluation of the SOQs and will use an Evaluation Sheet to systematically review the SOQs.

The Department reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the Department, the proposer consents to such an inquiry and agrees to make available to the Department such books and records the Department deems necessary to conduct the inquiry.

Additional attachments to the agreement such as, but not limited to, Attachment D Exhibit 10-Q, Disclosure of Lobbying Activities and Attachment H Self-Dealing Transaction Disclosure Form would be requested from the proposer upon offer of agreement.

8. Fee Determination

The term of the Agreement will be three years. The maximum total dollar amount for all agreements awarded is an aggregate of \$6,000,000. The total fees paid to the consultant will be dependent upon the professional services performed for the projects. No guarantee is made that the total fee or any fee will be received by the consultant.

9. Protest Procedures

When a written appeal is filed regarding the decision of the selection committee, the Director of the Department and a representative of the County Administrative Officer shall render a decision on the merits of the appeal within ten (10) days.

All appeals shall be filed in writing with the Director of the Department within five (5) working days after notification of non-selection, or the proposer shall lose any right to further appeals.

All proposals shall be kept confidential throughout the appeals process and no proprietary information shall be revealed to competing firms.

In cases where a resolution satisfactory to the appellant is not possible, the appeal will be heard by the Board of Supervisors in regular session.

All proposers will be notified when an appeal is made. When an appeal is to be heard by the Board of Supervisors in regular session, the notification will include the time and place for the hearing and all affected firms will be given an opportunity to comment publicly, along with the Department. Affected professional societies will be allowed to file comments with the Board of Supervisors prior to such hearings.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 6, 2024

ADDENDUM NO. 1 to RFP# PWP24-036 On-Call Architectural & Engineering Consultant Services for various Public Works Projects

Coverage Page

DELETE:

On-Call Architectural & Engineering Consultant Services for various Public Works Projects

REPLACE with:

On-Call Architectural & Engineering and Other Related Consultant Services for various Public Works Projects

DELETE:

Statement of Qualifications (SOQs)

Due prior to: 12:00 PM (Noon), Friday, December 13, 2024 Pacific

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday December 6, 2024.**

REPLACE with:

Statement of Qualifications (SOQs)

Due prior to: 12:00 PM (Noon), Friday, December 20, 2024 Pacific

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday December 13, 2024.**

DESIGN DIVISION

2220 Tulare Street, Seventh Floor / Fresno, California 93721 / Phone (559) 600-4154 / FAX (559) 600-4544
The County of Fresno is an Equal Employment Opportunity Employer

2. Anticipated Schedule

DELETE:

Date	Description
Dec. 6, 2024	Requests for Clarification Due
Dec. 13, 2024	Deadline for submittal of SOQ

REPLACE with:

Date	Description
Dec. 13, 2024	Requests for Clarification Due
Dec. 20, 2024	Deadline for submittal of SOQ

END OF ADDENDUM NO. 1



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 20, 2024

ADDENDUM NO. 2 to RFP# PWP24-036 On-Call Architectural & Engineering Consultant
Services for various Public Works Projects

Coverage Page

DELETE:

Statement of Qualifications (SOQs)

Due prior to: 12:00 PM (Noon), Friday, December 20, 2024 Pacific

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday December 13, 2024.**

REPLACE with:

Statement of Qualifications (SOQs)

Due prior to: **12:00 PM (Noon), Thursday, January 16, 2025 Pacific**

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday January 10, 2025.**

2. Anticipated Schedule

DELETE:

Date	Description
Dec. 13, 2024	Requests for Clarification Due
Dec. 20, 2024	Deadline for submittal of SOQ

DESIGN DIVISION

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REPLACE with:

Date	Description
Jan. 10, 2025	Requests for Clarification Due
Jan. 16, 2025	Deadline for submittal of SOQ

END OF ADDENDUM NO. 2



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

January 9, 2025

ADDENDUM NO. 3 to RFP# PWP24-036 On-Call Architectural & Engineering Consultant
Services for various Public Works Projects

Coverage Page

DELETE:

Statement of Qualifications (SOQs)

Due prior to: **12:00 PM (Noon), Thursday, January 16, 2025 Pacific**

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday January 10, 2025.**

REPLACE with:

Statement of Qualifications (SOQs)

Due prior to: **12:00 PM (Noon), Thursday, January 23, 2025 Pacific**

SOQs will be received at: <https://www.bidexpress.com/businesses/36473/home>

Inquiries and Updates:

Requests for Clarification (RFCs) regarding this RFQ must be submitted in writing via website and received by the Department no later than **4:00 p.m., Friday January 17, 2025.**

Request for Qualifications

2. Anticipated Schedule

DELETE:

Date	Description
Jan. 10, 2025	Requests for Clarification Due
Jan. 16, 2025	Deadline for submittal of SOQ

DESIGN DIVISION

2220 Tulare Street, Seventh Floor / Fresno, California 93721 / Phone (559) 600-4154 / FAX (559) 600-4544
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REPLACE with:

Date	Description
Jan. 17, 2025	Requests for Clarification Due
Jan. 23, 2025	Deadline for submittal of SOQ

Request for Qualifications (RFQ), Attachments, and Addenda: Website/Bid Express

DELETE:

RFQ – Scope

Appendix B: Scope - Draft

REPLACE with:

RFQ – Revised Scope

Appendix B: Revised Scope - Draft

END OF ADDENDUM NO. 3

Revised

Consultant's Scope of Services – Appendix B

Consultant Eligible Services Form

Consultant Firm: _____

CONSULTANT is approved for these services:

Discipline	On-Call	Federally Funded Projects
Architectural Drafting and Design		
Assessment Engineering		
Certified Access Specialist (CASP) Certification		
Cost Estimating Validation		
Construction Scheduling Analysis		
Electrical Engineering		
Landscaping Architecture		
Plumbing and Mechanical Engineering		
Qualified SWPPP Developer and/or Practitioner		
Surveying		
Traffic Engineering		
Transportation Planning		
Utility Locating		
Water Resource Operators		
Water and Natural Resources Engineering		

Contract Administrator Signature: _____

CONSULTANT is responsible for all services listed within this scope document for the discipline(s), funding sources and category of service (on-call and/or on-call staff augmentation) which they have been indicated above as well as services listed across discipline.

Delete sections below not eligible/approved above

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Electrical Engineering	4
Landscape Architecture	5
Plumbing and Mechanical Engineering.....	5
Qualified SWPPP Developer and/or Practitioner	5
Surveying.....	6
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Descriptions of Work by Discipline

Architectural Design and Drafting

1. Architectural design and drafting, including without limitation the design of County capital projects as well as homes, duplexes, fourplexes and multifamily developments.
2. Drawings and Specifications for Schematic Design, Design Development, and/or Construction Document.
3. 3D renderings upon request for board presentations.
4. Review and respond to architectural RFIs and Submittals during bidding and construction.

Assessment Engineering

1. In general, consists of, providing assessment engineering and preparing rate studies for special district services including potable water, wastewater, street lighting, road maintenance, storm drainage, landscape, and other services as may be provided to the various districts in Fresno County. Assessment engineering will be in accordance with Proposition 218 requirements and all other laws and regulations relating to the preparation of assessment engineer reports and rate studies.
2. The types of services shall include but are not limited to the following:
 - a. Coordinate with Department staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of secured rolls, boundary maps, and budget information.
 - b. Prepare assessment engineer's and special reports which will include the listing of improvements being maintained or constructed, benefit spread methodology, and a listing of parcels being assessed and their corresponding assessment amount. These reports must meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
 - c. Sign and stamp all necessary engineer's reports.
 - d. Prepare cost estimate as needed for work assigned from the Department to Assessment Engineer.
 - e. Provide for meetings with the Department for budgets, findings, recommendations, and development review meetings.
 - f. Assist the Department throughout the Proposition 218 process.

Agreement Appendix B – Consultant's Scope of Services
On-Call Architectural and Engineering Consultant and Related Services

- g. Assist the Department, when requested, in addressing property owners or residents with questions concerning charges, fees, assessment, or special taxes, and other related issues.
- h. In addition to any meetings with the Department, the assessment engineer is expected to attend public meetings and hearings to respond to any questions that may be asked concerning the proposed assessment, special tax, or fee.

Certified Access Specialist (CASP) Certification

Site and building accessibility assessment reports to include barrier descriptions, photos, code references, severity, and potential cost impact to remove barrier.

Construction Scheduling Analysis

- 1. Assist in development of schedules.
- 2. Review of County generated schedules
- 3. Provide forensic evaluation of project schedules.

Cost Estimating Validation

- 1. Validate construction cost estimates for apartment complexes
- 2. Validate construction Cost estimating at Schematic, Design Development, and/or Construction Documents
- 3. Recommendations for value engineering

Electrical Engineering

- 1. Electrical Design, Construction Documents, technical specs, and Title 24 calculations. Electrical engineering consultant also will be expected to review and respond to electrical related RFIs and submittals during Bidding and Construction.
- 2. Preliminary evaluation of electrical system and recommendations of existing facilities.
- 3. Provide design of control systems for various water and wastewater treatment facilities.
- 4. Provide telemetry and facility communication studies.
- 5. Provide design of telemetry and facility communication systems using various forms of transmission.

Agreement Appendix B – Consultant's Scope of Services
On-Call Architectural and Engineering Consultant and Related Services

6. Provide design and integration of Supervisory Control and Data Acquisition systems and facility operating software.
7. Provide assistance in interface setup for operating staff interaction and control.
8. Provide design of electrical supply for various water and wastewater treatment facilities.
9. Provide design of water and wastewater treatment facility electrical systems.
10. Prepare PG&E Rule 15/16 Applications.
11. Provide assistance in preparation of Rule 16 applications.

Landscape Architecture

1. Landscape design, drawings, and specifications, which shall include without limitation: Landscape plans, irrigation systems/plans, planting schedules, and Model Water Efficiency Landscape Ordinance (MWELO). Landscape consultant also is expected to review and respond to related RFIs and Submittals during Bidding and Construction.
2. Prepare revegetation and restoration plans to satisfy USACOE, CDFW and/or State Board requirements.

Plumbing and Mechanical Engineering

4. Provide Plumbing and Mechanical engineering design, drawings, specifications, and Title 24 calculations. Plumbing and Mechanical consultant will be expected to review and respond to related RFIs and Submittals during Bidding and Construction.
2. Preliminary evaluation and recommendations with regard to Plumbing and Mechanical Systems in existing facilities.

Qualified SWPPP Developer and/or Practitioner

1. The County is seeking the services of a Consultant to provide SWPPP Consulting services for various facilities projects. The County's objective is to employ a consultant who will offer complete Storm Water management services, including preparing Notices of Intent (NOIs), Storm water Pollution Prevention Plans and storm water consulting.
2. Consultants may be called upon to provide Services that may include, but are not limited to the following:
 - a. SWPPP services on multiple sites for the next three years.

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- b. Periodical site visits as requested by the County, for example, two visits a month for 36 months (total of 72 days).
- c. As needed, provide assistance and advise the County in matters associated with the State Water Resource Control Board (visits, violations, and correspondence).
- d. Update and monitor the SMARTS website.
- e. Consultant will be responsible for review and certification of all SWPPPs and information uploaded to SMARTs.
- f. Review and comment on SWPPPs submitted by County contractors.
- g. Develop and/or update SWPPPs for County projects.
- h. Consultant shall have QSD certification.

Surveying

- 1. Provide land records research for boundary determination of existing and proposed County properties and rights-of-way;
- 2. Recover existing monuments including public land survey monuments (section corners, etc.), property corners, rights-of-way monuments and benchmarks;
- 3. Provide retracement surveys;
- 4. Re-establish lost or obliterated corners;
- 5. Set-out and establish coordinates for horizontal and vertical project control points;
- 6. Provide planimetric and topographic site surveys for design purposes including digital terrain modeling for contour interpolation, profile, cross-section and earthwork volume calculations;
- 7. Complete borrow site surveys for earthwork calculations;
- 8. Interpret design plans to extract staking information;
- 9. Provide field staking – limits, frequency and offsets of stakes to be determined for each project;
- 10. Provide records filings including, but not limited to, Corner Records and Record-of-Survey; and
- 11. Identify and plot location of water, sewer and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields.

Traffic Engineering

1. Provide design for signage and striping
2. Provide design for roundabouts
3. Traffic calming
4. Provide traffic signal/pedestrian signal design

Transportation Planning

1. Provide transportation planning for the following programs:
 - a. Safe routes to school
 - b. Traffic calming
 - c. Active transportation planning
 - d. Sustainable transportation planning
 - a. Climate adaption planning

Utility Locating

1. Excavation to positively identify underground utilities (potholing)
2. Collection of invert levels at manholes (sewers) and catch basins (storm drains) identified by the Department
3. Collection of top nut information at valve cans identified by the Department
4. Restoration of disturbed areas to pre-existing conditions or as required by the Department

Water and Natural Resources Engineering

1. Groundwater Resources Planning and Analysis
 - a. Sustainable Groundwater Management Act compliance and Groundwater Sustainability Plan development
 - b. Conjunctive use program planning, development, and implementation
 - c. Aquifer Storage and Recovery (ASR), in-lieu recharge, surface recharge, and water banking program planning, development, and implementation

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- d. Groundwater substitution and water transfer program development
- e. Water master plans, water supply assessments, integrated water resources management, salt and nutrient management
- f. Local to regional hydrogeologic conceptual models, groundwater/surface water model development, and sustainable yield analysis
- g. Surface water and groundwater interaction (e.g., exchange between surface water features and underlying groundwater)
- h. Water budget analyses
- i. Groundwater recharge area mapping
- j. Aquifer test design, implementation, and analysis
- k. Groundwater monitoring plan development, data collection and management, and reporting
- l. Groundwater flow and transport modeling
- m. Land subsidence data collection and interpretation
- n. CEQA and NEPA impact analysis, mitigation development, and technical support

2. Wells and Pump Stations Design and Construction Management

- a. Full-service planning, permitting, specification preparation, engineering design, and construction services associated with new wells and pump stations
- b. Hydrogeologic investigations and site characterization
- c. Monitoring well design and construction oversight
- d. Development of compliance strategies and permit acquisition, including CEQA compliance and water supply permitting at the local, state and federal level
- e. Groundwater well siting and design
- f. Well drilling and testing program design, implementation, and oversight

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- g. Well repair and modification program development
 - h. System-head operating analysis and efficient bowl selection
 - i. Well pump components design and inspection (lineshaft and submersible)
 - j. Pump station facility design
 - k. Well field analysis and optimization for simultaneous well operation
 - l. Pumping plant and well efficiency testing and analysis
 - m. Aquifer storage and recovery (ASR) wells and pump stations
 - n. Stormwater collection and infiltration systems
3. Treatment, Storage and Distribution Services Planning, Design, and Construction Management
- a. Full-service planning, permitting, engineering design, and construction services
 - b. Groundwater treatment technologies and design for drinking water including removal of arsenic, hexavalent chromium, total dissolved solids/salinity, nitrate, organic constituents, iron, and manganese.
 - c. Surface water treatment feasibility and design for municipal drinking water
 - d. Point-of-Use (POU) and Point-of-Entry (POE) permitting and design for small drinking water systems
 - e. Disinfection systems including liquid/gas chlorination, chloramination, UV treatment and onsite generation
 - f. Chemical treatment systems including fluoridation, caustic and acid systems
 - g. Water storage tanks and reservoirs
 - h. Booster pump stations
 - i. Water main pipeline, distribution systems and pressure reducing stations

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- j. Distribution system hydraulic modeling and analysis
- k. Water Master Plans, water system master planning and Capital Improvement Plan development
- l. Urban Water Management Plans
- m. Permitting assistance for municipal public water systems, drinking water treatment plants and facility designs
- n. Pilot testing and feasibility studies

4. Environmental Services

- a. Salt and nutrient (including nitrate) management and planning
- b. Hydrogeologic vulnerability analysis and assessment (agricultural lands, etc.)
- c. Groundwater flow and transport modeling
- d. Groundwater monitoring plan development, data collection and management, and reporting
- e. CEQA and NEPA impact analysis, mitigation development, and technical support
- f. Regulatory compliance monitoring and reporting
- g. Groundwater, surface water, and soil sampling

5. Proposition 218 Services/Grant writing, implementation, and monitoring

- a. Prepare studies in compliance with Proposition 218
- b. Identify and secure funding resources
- c. Assist in implementing projects
- d. Grant reporting

6. Modeling Services

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- a. Conceptual, analytical, empirical, and numerical models
- b. Comprehensive groundwater basin resources evaluations
- c. Water budget analysis
- d. Well field optimization and basin development
- e. Aquifer management and conjunctive use evaluations
- f. Surface water and groundwater interaction (e.g., exchange between surface water features and underlying groundwater)
- g. Land subsidence
- h. Solute transport and groundwater quality (e.g., migration time, speciation)
- i. Non-point source contamination (e.g., salinity, nitrate)
- j. Vadose zone processes

7. Data Management Systems

- a. Development of a data management system

On-Call Services

Technical Reports

Applies to all disciplines

Description of Work

Prepare a detailed preliminary engineering report for the project in Department format. The report shall contain all necessary information in sufficient detail to propose the project design.

Requirements of Specified Services

1. Ascertain the requirements for Technical Reports through meetings with the PROJECT ADMINISTRATOR and a review of existing information on the PROJECT(S).
2. The CONSULTANT shall prepare and submit technical reports to the PROJECT ADMINISTRATOR for each assigned PROJECT. Technical reports shall be prepared in accordance with the appropriate format required by local, state and federal laws, regulations and guidelines.
3. When requested by the PROJECT ADMINISTRATOR, the CONSULTANT shall attend meetings with the COUNTY, federal, state and/or local representatives to discuss and review the technical report. The CONSULTANT shall prepare brief minutes of meetings attended and promptly submit the minutes to the PROJECT ADMINISTRATOR within seven (7) days.
4. The CONSULTANT shall submit each technical report to the PROJECT ADMINISTRATOR for transmittal to other appropriate agencies for their review and approval. The CONSULTANT shall revise and resubmit each technical report as necessary until approved by all appropriate agencies.
5. The CONSULTANT shall prepare and submit technical studies and estimates in the formats, quantities, and delivery methods delineated in Appendix C. The CONSULTANT shall verify compatible format and quantity prior to final delivery.

Preparation of Various Reports and Studies

Applies to all disciplines.

Description of Work

1. Analyze project budget;

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2. Review existing engineering reports from the Department as available;
3. Prepare a detailed project cost estimate, which shall identify the components and requirements of the project; and
4. Prepare a detailed report or study in Department format.

Preliminary Engineering

Applies to the following disciplines:

Electrical Engineering	Landscape Architecture
Plumbing and Mechanical Engineering	Traffic Engineering
Water and Natural Resources Engineering	Architectural Design and Drafting

Description of Work

1. Prepare a detailed preliminary engineering report for the project in Department format. The report shall contain all necessary information in sufficient detail to propose the project design; and
2. Prepare site plans and grading plans identifying basis of bearing, location of benchmark used and source of elevation (vertical) datum.

Prepare Design Plans, Technical Specifications and Construction Estimate

Applies to the following disciplines:

Electrical Engineering	Landscape Architecture
Plumbing and Mechanical Engineering	Traffic Engineering
Water and Natural Resources Engineering	Architectural Design and Drafting

General Description of Work

1. Complete fully the project designs to include comprehensive construction plans, earthwork volumes, required permits, technical specifications, cross-sections and final opinion of probable construction cost (Engineer's Estimate) for construction.
2. Apply urban design principals that meet the needs of the individual communities.
3. Submit the recommended construction period for bidding purposes to the County for approval and identify materials and equipment requiring long delivery times that will control the length of the construction Agreement.

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4. Prepare addenda as necessary for bid documents.

Requirements of Specified Services When Requested

The CONSULTANT shall:

1. Ascertain the requirements for the assigned PROJECT(S) through meetings with the PROJECT ADMINISTRATOR and a review of an existing schematic layout of the PROJECT(S).
2. Ascertain any requirements, unforeseen criteria, or issues for the PROJECT(S) that may be unknown to the PROJECT ADMINISTRATOR and communicate these requirements, criteria, or issues to the PROJECT ADMINISTRATOR.
3. Design the PROJECT(S) to conform to requirements of the reviewing agencies having jurisdiction over the PROJECT(S).
4. Design PROJECT(S) to include mitigation measures as required or specified in the environmental documents.
5. Monitor and keep the PROJECT ADMINISTRATOR informed regarding the impact of design issues on the PROJECT budget. Upon the written request, the CONSULTANT shall incorporate into the design, such reasonable design and operational changes as the PROJECT ADMINISTRATOR deems appropriate as a result of the COUNTY'S review processes and impact on each PROJECT budget or estimate.
6. Assist the COUNTY in determining all permits that may be required for the PROJECT and prepare all necessary permits for the COUNTY'S submittal to outside agencies.
7. Work with the PROJECT ADMINISTRATOR to ensure that the plans, specifications and estimate meet all requirements to be advertised for construction bids.
8. If required by approval agencies or PROJECT ADMINISTRATOR, submit to the COUNTY in the appropriate agency forms, the PROJECT background information and recommended testing and inspection list for materials to be used, identifying type, quantity, frequency, and schedule, for each PROJECT. Submit required numbers of sets of plans, specifications, and other documents required by approval agencies to the PROJECT ADMINISTRATOR.
9. Submit to the PROJECT ADMINISTRATOR plans, specifications and estimates for review in the formats, quantities, and delivery methods delineated in Appendix C. Prior to submission of plans, the CONSULTANT shall request from the PROJECT ADMINISTRATOR examples of acceptable drafting format and reproducible standards. Verification of compatible format will be required prior to final file delivery. The PROJECT ADMINISTRATOR, at his/her discretion, may reject a submittal that is determined insufficient.

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10. The original drawings and specifications index sheet shall be stamped by a seal with the CONSULTANT'S and subconsultant's license numbers and/or signed in accordance with the California Business and Professions Code.

Construction Observation

Applies to the following disciplines:

Certified Access Specialist (CASP) Certification	Cost Estimating Validation
Electrical Engineering	Landscape Architecture
Plumbing and Mechanical Engineering	Traffic Engineering
Qualified SWPPP Developer and/or Practitioner	Water and Natural Resources Engineering
Professional Project Scheduler	Architectural Design and Drafting

General Description of Work

1. Attend the pre-construction conference scheduled by the Department; and
2. Provide services during construction including, but not limited to:
 - a. Make recommendations to the Department on all claims of the Department or construction contractor and all other matters relating to the execution and progress of work, including interpretation of the Agreement documents.
 - b. Review and make recommendations for samples, schedules, shop drawings and other submissions for general conformance with the design concept of the project and for general compliance with the plans and specifications and information given by the consultant's contract documents.
 - c. Respond timely to requests from the Department and contractor for information needed from consultant in order to clarify construction plans and specification to review the contractor's estimates for all other charges.
 - d. Recommend and prepare necessary change orders and associated engineer's estimate.
 - e. Assist the Department, at the Department's express, written authorization, with any claim resolution process involving the Department's construction contractor and the Department, including serving as a witness in connection with any legal proceedings or dispute resolution processes required by law.

Requirements of Specified Services When Requested

The CONSULTANT shall:

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1. When requested by the PROJECT ADMINISTRATOR, attend meetings with the COUNTY, and/or any federal, state and/or local representatives. The CONSULTANT shall prepare brief minutes of all meetings attended and promptly submit those minutes to the PROJECT ADMINISTRATOR within seven (7) calendar days.
2. Make recommendations to the COUNTY on all claims of the COUNTY or the construction contractor and all other matters relating to the execution and progress of work, including interpretation of the contract documents for the PROJECT.
3. Within seven (7) calendar days of the COUNTY'S request, review and make recommendations for samples, schedules, shop drawings, and other submissions for general conformance with the design concept of the PROJECT(S) and for general compliance with the plans and specifications and information provided by the contract documents for the PROJECT.
4. Within two (2) working days, respond to requests from the PROJECT ADMINISTRATOR for information needed from the CONSULTANT in order to clarify construction plans and specifications and to review the construction contractor's cost estimates for all change orders.
5. Recommend and assist in the preparation of such change orders as deemed necessary with supporting documentation, calculations and estimate, for review and issuance of change orders by the COUNTY Construction Engineer to obtain appropriate agency acceptance and approval.
6. At intervals appropriate to the stage of construction, or as otherwise deemed necessary by the CONSULTANT, visit the site of the PROJECT(S) as necessary to become familiar generally with the progress and quality of the work and to determine whether the work is proceeding in general accordance with the contract documents. The CONSULTANT shall not be required to make exhaustive or continuous onsite inspections but shall give direction to the Construction Inspector as hereinafter more specifically provided. The CONSULTANT shall not be responsible for the construction contractor's failure to carry out the construction work in accordance with the contract documents. However, the CONSULTANT shall immediately advise the PROJECT ADMINISTRATOR of any known or observed deviation from the contract documents.
7. Not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequence, or procedure, or for the safety precautions, programs, or equipment in use in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction.
8. Submit progress reports on each specific PROJECT in accordance with the task order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for PROJECT ADMINISTRATOR to determine if the CONSULTANT is performing to expectations or is on schedule, to provide

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communication of interim findings, and so sufficiently address any difficulties or special problems encountered so remedies can be developed.

9. Advise the PROJECT ADMINISTRATOR of defects and deficiencies observed in the work of the construction contractor and may recommend that the DIRECTOR reject work as failing to conform to the contract documents.

10. Conduct site visits and field observations to facilitate recommendations by the CONSULTANT regarding:

- a. dates of substantial completion
- b. dates of final completion
- c. the DIRECTOR'S acceptance of the work
- d. the DIRECTOR'S filing of the Notice of Completion and Issuance of Final Certificate for payment
- e. other issues which may require site visits

11. Control of Construction Project Site

The COUNTY agrees that in accordance with generally accepted practices, the COUNTY'S construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction projects; including safety of all persons and property, and that this requirement shall be made to apply continuously during projects and not be limited to normal working hours. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, project means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

Project Design

Applies to the following disciplines:

Electrical Engineering	Landscape Architecture
Architectural Design and Drafting	

Description of Work

Provide complete designs and produce biddable plan sets and accompanying specifications for various projects using Civil 3D software, AutoCAD, Revit, as

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requested or approved by the County. All designs should apply urban design principles that meet the needs of the individual communities. The projects include:

1. Road reconstruction projects
2. Congestion mitigation air quality shoulder improvement projects
3. Hot mix asphalt overlay projects
4. Road projects employing in-situ reclamation processes
5. Bituminous seal coats and slurry seals
6. Bridge rehabilitation
7. Bridge replacement
8. Bridge scour mitigation
9. Water system projects
10. Wastewater system projects
11. Landfill Projects
12. Interior Tenant Improvements
13. New buildings

Engineering Support

Applies to all disciplines.

Description of Work

1. Provide technical data for the preparation of various funding paperwork.
2. Provide technical data for the preparation of various permit applications.
3. Provide technical data for the preparation of cooperative agreements.
4. Provide technical data for the preparation of utility agreements.
5. Prepare and stamp legal descriptions for the acquisition of right of way.
6. Conduct meetings with property owners regarding projects
7. Review of existing designs for compliance with development plans

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8. Provide presentation materials for the Board of Supervisors to be presented by COUNTY staff.
9. Prepare various tables, maps, charts and diagrams.
10. Provide technical support for request for proposal processes.
11. Serve as a plan checker and independent quantity checker.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____

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 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 **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. 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 Civil Rights [website](#).
 - 1. Click on the link 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.

SAMPLE COST PROPOSAL 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 _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

(Add pages as necessary)

NOTES:

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

SAMPLE COST PROPOSAL 2

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____
Signature: _____ Date of Certification (mm/dd/yyyy): _____
Email: _____ Phone Number: _____
Address: _____

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

List services the consultant is providing under the proposed contract:

Consultant Evaluation Sheet

Project:	RFQ For On-Call Architectural and Engineering And Related Consultant Services For Various Public Works Projects – Statement of Qualifications
Consultant/Firm Name:	

Pass / Fail Criteria

Meets minimum requirements	
----------------------------	--

Evaluation Table

Evaluation Criteria	Rating Score (0-5)	Weight (must total 100)	Weighted Score (Rating * Weight / Maximum Rating)
A. Qualifications of individuals responsible for work		25	
B. Quality and experience with A & E services related to public works		40	
C. Demonstrated ability to work effectively with other others		10	
D. Demonstrated ability to keep costs within project budget and estimates		10	
E. Knowledge of local conditions		15	
Total		100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Office

Initials: _____

Date: _____

Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight and divided by the maximum possible score (5) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

Rating and Rating Scale

Score	Rating	Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

Form based on LAPM Exhibit 10-B Suggested Evaluation.

The evaluation criteria and weighted values must be identified in the RFP/RFQ. If the RFP/RFQ 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.

Attach a copy of the criteria and minimum requirements from the RFP/RFQ to this evaluation sheet.

Minimum Requirements

- Proposal complete - all sections included or acknowledged as “N/A”
- Proposal submitted before the deadline
- All addenda (if applicable) are acknowledged

Evaluation Criteria Description

A. Qualifications, experience, and education of individuals responsible for work
Key personnel and sub-consultants have relevant experience, credentials, and qualifications to perform the work well. Key positions for the work are appropriately staffed.
B. Quality and experience with A & E services related to public works
Experience with an emphasis on engineering services related to typical public works projects. Qualifications, experience and credentials demonstrate understanding of all Demonstrated ability to work effectively as a consultant or subconsultant with Department staff, other public agencies and/or related parties. Federal, State, and local codes and regulations relating to the work.
C. Demonstrated ability to work effectively with other others
Quality of past performance as a consultant or subconsultant for the Department or similar agencies.
D. Demonstrated ability to keep costs within project budget and estimates
Demonstrated ability to keep costs within project budget and estimates. Adequacy of staff to provide capability to perform volume and quality of needed work and meet deadlines.
E. Knowledge of local conditions
Knowledge of local conditions demonstrated.

Consultant Evaluation Sheet

Project:	RFQ For On-Call Architectural and Engineering And Related Consultant Services For Various Public Works Projects - Interview
Consultant/Firm Name:	

Pass / Fail Criteria

Meets minimum requirements	
----------------------------	--

Evaluation Table

Evaluation Criteria	Rating Score (0-5)	Weight (must total 100)	Weighted Score (Rating * Weight / Maximum Rating)
A. Qualifications of individuals responsible for work		25	
B. Quality and experience with A & E services related to public works		40	
C. Demonstrated ability to work effectively with other others		10	
D. Demonstrated ability to keep costs within project budget and estimates		10	
E. Ability to make effective public presentations		10	
F. Knowledge of local conditions		5	
Total		100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Contract Office

Initials: _____

Date: _____

Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight and divided by the maximum possible score (5) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

Rating and Rating Scale

Score	Rating	Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

Form based on LAPM Exhibit 10-B Suggested Evaluation.

The evaluation criteria and weighted values must be identified in the RFP/RFQ. If the RFP/RFQ 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.

Attach a copy of the criteria and minimum requirements from the RFP/RFQ to this evaluation sheet.

Minimum Requirements

- Proposal complete - all sections included or acknowledged as “N/A”
- Proposal submitted before the deadline
- All addenda (if applicable) are acknowledged

Evaluation Criteria Description

A. Qualifications, experience, and education of individuals responsible for work
Key personnel and sub-consultants have relevant experience, credentials, and qualifications to perform the work well. Key positions for the work are appropriately staffed.
B. Quality and experience with A & E services related to public works
Experience with an emphasis on engineering services related to typical public works projects. Qualifications, experience and credentials demonstrate understanding of all Demonstrated ability to work effectively as a consultant or subconsultant with Department staff, other public agencies and/or related parties. Federal, State, and local codes and regulations relating to the work.
C. Demonstrated ability to work effectively with other others
Quality of past performance as a consultant or subconsultant for the Department or similar agencies.
D. Demonstrated ability to keep costs within project budget and estimates
Demonstrated ability to keep costs within project budget and estimates. Adequacy of staff to provide capability to perform volume and quality of needed work and meet deadlines.
E. Ability to make effective public presentations
Demonstrated ability to make effective public presentations.
F. Knowledge of local conditions
Knowledge of local conditions demonstrated.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04



Financial Assistance Programs – Grants and Loans

Davis-Bacon Act Compliance

The Clean Water/Drinking Water State Revolving Fund Programs (CWSRF/DWSRF) provides assistance to cities, counties, municipalities, and communities across the State of California. This assistance comes with Federal requirements which are unfamiliar to many assistance recipients. The State Water Resources Control Board publishes information to the public regarding Davis-Bacon Act compliance on this web page.

- **Compliance Notice**

All CWSRF/DWSRF Financial Agreements executed on or after October 30, 2009 will need to comply with Davis-Bacon provisions regardless of the funding source.

In order to comply with these provisions, it is the responsibility of the CWSRF/DWSRF recipient to:

- Include appropriate wage determinations and required clauses in bids and contracts
 - *Verify registration in approved U.S. Department of Labor Apprenticeship Programs
 - Conduct employee wage rate interviews
 - Collect/review weekly payroll and compliance statements within 7 days after the regular payment date of the payroll period
 - Post in a conspicuous location applicable wage determinations and Davis-Bacon posters at construction site
- **Davis-Bacon Terms and Conditions**
 - CWSRF Davis-Bacon Terms and Conditions
 - [Requirements for Governmental Entities](#)
 - **Prior Years:** [2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#)

- [Requirements for Non-Governmental Entities](#)
 - **Prior Years:** [2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#)
- DWSRF Davis-Bacon Terms and Conditions
 - [Requirements for Governmental Entities](#)
 - **Prior Years:** [2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#)
 - [Requirements for Non-Governmental Entities](#)
 - **Prior Years:** [2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#)

Davis-Bacon compliance is required for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences.

*The California Department of Industrial Relations (CDIR) and the California Apprenticeship Council (CAC) is no longer recognized by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (DOL/ETA OA). Therefore, all apprentices working on construction projects financed through CWSRF/DWSRF agreements must be registered in a bona fide apprenticeship program recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

The following is a guide to be used for CWSRF/DWSRF projects:

- **Bid/Contract Documents:**
 1. Physically include wage determinations which can be found at sam.gov
 2. Physically include Davis Bacon Language (see above Davis-Bacon Terms and Conditions)
- **During Construction:**
 1. Davis-Bacon poster and wage determinations (federal and state) must be posted in a conspicuous place at the project construction site.
 2. Contractors and subcontractors must submit weekly certified payrolls to recipient within 7 days after the regular payment date of the payroll period.
 3. Recipient or authorized representative compare payrolls to wage determinations to ensure wages and fringes are being paid.
 4. Recipient or authorized representative **conduct employee interviews** using Labor Standards Interview Form (Standard Form 1445).
 5. The recipient, contractors/subcontractors shall be prepared to make available any Davis-Bacon documentation to State Water Board, EPA, DOL, and other auditing authorities.
- **After Construction:**
 1. Certified payrolls and interview forms must be kept for three (3) years

2. Davis-Bacon documentation must remain available for review by State Water Board, EPA, DOL and other auditing authorities for a period of at least (3) years after completion of construction
- **Posters**
 - **Wage Poster** (WH-1321) – This poster must be posted at the construction site in a conspicuous place protected from the weather in all relevant languages. »» [English](#) | [Spanish](#)
 - **Forms**
 - **Labor Standards Interview Form** ([Standard Form 1445](#))
 - **Payroll Form** (WH-347)
 - **Instruction For Completing Payroll Form, WH-347**
 - **References**
 - [2017 Davis-Bacon Handbook](#)
 - [29 CFR Part 1](#)
 - [29 CFR Part 3](#)
 - [29 CFR Part 5](#)
 - **Frequently Asked Questions** (FAQ), updated 9/18/2013

Davis Bacon Reference Links

- US Department of Labor
 - [Davis-Bacon and Related Acts](#)
 - [Wage Determinations Online](#)
 - [Office of Apprenticeship](#)
- [CA Department of Industrial Relations, Office of Apprenticeship Standards](#)

Questions?

For more information about Davis-Bacon Compliance, please email us at DavisBacon@waterboards.ca.gov or phone (916) 327-7323

(Page last updated 09/07/2023)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
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: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 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 COMMITMENT**CONSULTANT 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 Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 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. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

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		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ 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 COMMITMENT**CONSULTANT 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.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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

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

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

Cognizant ICR Audit

Local Govt ICR Audit

Caltrans ICR Audit

CPA ICR Audit

Federal Govt ICR Audit

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

Name:** _____

Title:**: _____

Signature: _____

Date: _____

Phone**:

Email**:

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

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

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name _____

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total \$ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or
Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name _____

Firm Headquarters Address _____

Accounting Records

- Location where Accounting records are held _____
- Name and Title _____
- Email and Phone _____
- Mailing Address _____

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No ____

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ____ No ____

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ____ Partnership ____ C Corporation ____ S Corporation ____

Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ____ Program Management ____

Preliminary Engineering ____ Design Engineering ____

Surveying ____ Feasibility Studies ____

Mapping or Architectural Related Services ____ Other _____

3. Does the Firm have prior government contracting experience? Yes ____ No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ____ No ____ Non-Labor Yes ____ No ____

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes ____ No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes ____ No ____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes ____ No ____

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes ____ No ____	Overtime	Yes ____ No ____
Billing	Yes ____ No ____	Direct/Indirect Expenses	Yes ____ No ____
Timesheet Preparation	Yes ____ No ____	Prevailing Wage	Yes ____ No ____
Bonus	Yes ____ No ____		

9. What types of employee status will the Firm provide for this contract?

Non-exempt ____ Exempt-salaried ____ Exempt-hourly ____ Contract Employee ____
Other _____

10. Does the Firm pay overtime for exempt employees?

Yes ____ No ____

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	_____	Travel	_____
Specialty Equipment (List below)	_____	Other (List below)	_____
_____		_____	

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____

Where is the vehicle stored after work? _____

Does employee use vehicle for personal use? Yes _____ No _____

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ _____ per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.



Internal Control Questionnaire (ICQ) for Consulting Engineers

Name of Engineering Consultant ("the Company"): _____

TIN (Taxpayer Identification Number): _____

Headquarters Address: _____

Company Website: _____

Fiscal Year End: _____

This ICQ was prepared for (DOT/agency name): _____

Time Period Covered: _____

Location of Accounting Records: _____

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency.
Check here if not applicable: ☐
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter.
Check here if not applicable: ☐
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

Note: Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2015 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Mailing address (if different than headquarters address listed above): _____

A. Background Information

A.1. Year Established. When was the Company formed? _____

A.2. Business Form. What form of business entity is the Company?

- ☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation
- ☐ Other _____

AASHTO Internal Control Questionnaire for Consulting Engineers

A.3. Parent/Subsidiary. Is the Company a subsidiary of any other company?

- ☐ Yes If “yes,” please explain: _____
- ☐ No

A.4. Common Ownership. Does the Company own or control any other company or legal entity (e.g., trust or foundation) through common ownership? (See AASHTO Guide Section 8.23.B for details.)

- ☐ Yes If “yes,” please explain: _____
- ☐ No

A.5. Ownership. Please list the stockholders, partners, or other owners with greater than five percent ownership of the Company and their respective percentages of ownership.

Table 1: Company Ownership

Name	Title	Ownership Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

A.6. Services Provided. What types of services does the Company provide? (e.g., consultant–Architectural and Engineering Design)

- a. _____
- b. _____
- c. _____
- d. _____

A.7. Locations. How many offices does the Company operate, and where are these offices located?

- a. Number: _____
- b. Locations: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

A.8. Number of Employees. How many employees (including managers and principals) does the Company currently employ?

a. Full time: _____ b. Part time: _____

- Has this number changed in the past one-year period?

☐ No ☐ Yes. If “yes,” please explain: _____

A.9. Revenue Sources.

1. For most recent fiscal year, what percentage of the Company’s revenue was generated from each of the following?

a. State government: _____% c. Local government: _____%
b. Federal government: _____% d. Commercial/private: _____%

2. Please specify all revenues earned as either a prime consultant or subconsultant:

a. Revenues from Government Projects: \$ _____
b. Revenues Other Customers: \$ _____
Total Company Gross Revenue: \$ _____

A.10. Contract Mix. What percentage of the Company’s revenue was generated from each of the following contract types?

a. Lump sum: _____% c. Cost plus (time and materials): _____%
b. Cost plus fixed fee: _____% d. Other: _____% Please explain “Other.” _____

B. Accounting: General Background

B.1. Fiscal Period. Has the Company used the same fiscal reporting period for the past two years?

☐ Yes ☐ No

B.2. Accounting Method/Basis. What basis of accounting does the Company use to prepare general purpose financial statements?

☐ Cash ☐ Accrual ☐ Hybrid. Please explain “Hybrid.” _____

- Was the same basis of accounting also used to prepare the firm’s indirect cost rate schedule?

☐ Yes ☐ No. Please explain: _____

B.3. Accounting Policies. Does the Company have written accounting policies that address the following topics?

(If “yes,” please provide a copy.)

	<u>Yes</u>	<u>No</u>
a. Accounting system	<input type="checkbox"/>	<input type="checkbox"/>
b. Billing	<input type="checkbox"/>	<input type="checkbox"/>
c. Cost estimating/allowability.	<input type="checkbox"/>	<input type="checkbox"/>
d. Recording time worked/timesheet preparation	<input type="checkbox"/>	<input type="checkbox"/>
e. Fringe benefits/leave time	<input type="checkbox"/>	<input type="checkbox"/>
f. Recording overtime	<input type="checkbox"/>	<input type="checkbox"/>
g. Compliance with FAR Part 31 ^(†) and applicable CAS	<input type="checkbox"/>	<input type="checkbox"/>
h. Recording direct and indirect costs	<input type="checkbox"/>	<input type="checkbox"/>
i. Overhead/indirect cost rate development	<input type="checkbox"/>	<input type="checkbox"/>
j. Billing rate development	<input type="checkbox"/>	<input type="checkbox"/>

^(†) FAR Part 31 is codified at 48 CFR Part 31, which is available at
<https://www.acquisition.gov/far/html/FARTOCP31.html>.

AASHTO Internal Control Questionnaire for Consulting Engineers

B.4. Preparing the Indirect Cost Schedule. How frequently does the Company prepare an indirect cost rate schedule to determine costs eligible for reimbursement per FAR Part 31?

☐ Annually ☐ Other (please specify): _____

- Was the most recent schedule prepared by the Company or by another entity instead (e.g., CPA firm)?

Prepared by: ☐ Internal staff ☐ External party (specify): _____

- Period covered by most recent indirect cost schedule:

☐ One-year period ended December 31, 20____

☐ Other (please specify): _____

B.5. Fraud, Abuse, and Contract Violations. Is the Company's management aware of any material instances of fraud, illegal acts, abuse, or violations of contracts provisions or grant agreements?

☐ No ☐ Yes. If "yes," please explain: _____

B.6. Knowledge of FAR Part 31. Are appropriate personnel within the Company familiar with FAR Part 31?

☐ Yes ☐ No. If "no," please explain: _____

B.7. Audits/Examinations. Within the past three years, has a CPA or governmental agency performed an independent audit, review, attestation, or compilation of the Company's financial data or any phase of the Company's operations?

☐ No ☐ Yes. If "yes," please complete the following (if applicable):

a. **Financial Statements:** ☐ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

Name of CPA or Agency: _____

Contact: _____

Period Covered: _____

b. **Overhead Rate:** ☐ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

- Was the overhead rate calculated in accordance with FAR Part 31? ☐ Yes ☐ No

Name of CPA or Agency: _____

Contact: _____

Period Covered: _____

c. **Project Audits:** ☐ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

Name of CPA or Agency: _____

Contact: _____

Period Covered: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

C. Accounting System(s)

C.1. Accounting Software. What type of accounting software does the Company use?

- ☐ Internally-developed system. ☐ Commercial system. Name of vendor: _____
☐ Hybrid system. Please explain: _____

- Please describe any significant manual procedures used outside of the automated accounting system to record transactions:

C.2. Job Costing. Does the Company have a job-cost accounting system? ☐ Yes ☐ No

If "no," please explain what type of system is used to determine project costs: _____

C.3. Integration. Does the accounting general ledger interface with the job-cost ledger?

- ☐ Yes ☐ No ☐ N/A (no job-cost ledger used)

a. Are billings prepared from, or reconciled to, reports generated from the Company's job-cost system?

- ☐ Yes ☐ No. Please explain: _____

b. Describe any manual procedures that occur outside of the automated accounting system to prepare billing packages. _____

C.4. Accounting Records. Which of the following types of records does the Company maintain to support financial transactions?

	<u>Yes</u>	<u>No</u>
a. General ledger	<input type="checkbox"/>	<input type="checkbox"/>
b. Cash disbursements journal	<input type="checkbox"/>	<input type="checkbox"/>
c. Cash receipts journal	<input type="checkbox"/>	<input type="checkbox"/>
d. Job/Project-cost ledger	<input type="checkbox"/>	<input type="checkbox"/>
e. Labor distribution reports	<input type="checkbox"/>	<input type="checkbox"/>
f. Employee expense reports	<input type="checkbox"/>	<input type="checkbox"/>
g. Payroll registers	<input type="checkbox"/>	<input type="checkbox"/>

C.5. Direct and Indirect Expenses. Does the general ledger contain separate direct and indirect accounts for the following?

- a. Labor costs ☐ Yes ☐ No
b. Non-labor expenses ☐ Yes ☐ No

If "no," please explain: _____

C.6. Exclusion of Unallowable Costs. Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with per FAR Part 31 and applicable Cost Accounting Standards? (See AASHTO Guide, Sections 2.2, 4.4, 5.2, 5.5, and 6.3.)

- ☐ No. Please explain: _____
☐ Yes. If "yes," please answer a through c, below.

a. Please provide details about the system. _____

b. How are appropriate personnel trained to distinguish between allowable and unallowable costs?

c. When does the primary review for allowability occur—at time the transaction is recorded, or later?

AASHTO Internal Control Questionnaire for Consulting Engineers

C.7. Divisions/Cost Centers. Does the Company have more than one division/cost center?

☐ No ☐ Yes

- If "yes," are separate ledgers maintained for each? ☐ Yes ☐ No

Comment: _____

C.8. Reconciliations.

a. Does the Company reconcile the financial accounting system to the job-cost system?

☐ N/A (no job-cost ledger used).

☐ No. Please explain: _____

Check here if systems are integrated: ☐

☐ Yes. If "yes," how often? (Check all that apply.) ☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Comment: _____

b. How frequently are bank statements reconciled? Who performs this process?

C.9. Budgeting. Does the Company use a budgeting system for project planning and oversight?

☐ Yes ☐ No

Comment: _____

- If "yes," does the Company prepare variance reports to compare budgeted amounts to actual amounts on projects, and are the reports distributed to appropriate management personnel?

☐ Yes ☐ No. If "no," please explain: _____

C.10. Cost Allocation. Does the Company use cost allocation methods consistently for all contracts, including commercial contracts as well as for State and Federal government contracts? (See AASHTO Guide, Sections 5.3 and 10.5.)

☐ Yes ☐ No. If "no," please explain: _____

C.11. Allocation Base(s). When computing indirect cost rates, the Company uses—

☐ a single base for cost allocation. Description of base: _____

☐ multiple bases for cost allocation. Description of bases: _____

(See AASHTO Guide Section 4.7 for a discussion of common allocation bases for indirect costs.)

C.12. Field Offices. Does the Company have field offices? (See AASHTO Guide Section 5.6.)

☐ No

☐ Yes. If "yes,"

a. Are separate indirect cost rates used for the home office and field offices?

☐ Yes ☐ No

Please explain: _____

b. If home office and field office indirect cost rates are computed, are they presented consistently to all State DOTs?

☐ Yes ☐ No. If "no," please explain: _____

Please check here if not applicable: ☐

AASHTO Internal Control Questionnaire for Consulting Engineers

C.13. Project-Specific Indirect Cost Rate(s). Does the Company have any special, project-specific indirect cost rates negotiated with a State DOT?

☐ No ☐ Yes. If “yes,” please explain, and list the States that use these rates: _____

D. Information Technology (IT) Systems

D.1. IT Policies. Does the firm have written IT system policies concerning the following topics?
(If “yes,” please provide a copy.)

		<u>Yes</u>	<u>No</u>
a.	Hardware/Software		
	• Purchasing	<input type="checkbox"/>	<input type="checkbox"/>
	• Inventory	<input type="checkbox"/>	<input type="checkbox"/>
	• Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
	• Access	<input type="checkbox"/>	<input type="checkbox"/>
	• Use of In-house and off-site	<input type="checkbox"/>	<input type="checkbox"/>
	• Addition and removal/retirement/disposition of	<input type="checkbox"/>	<input type="checkbox"/>
b.	Business Continuation Plan	<input type="checkbox"/>	<input type="checkbox"/>
c.	Security Protocol	<input type="checkbox"/>	<input type="checkbox"/>
d.	Activation and deactivation of employees upon hiring or termination.	<input type="checkbox"/>	<input type="checkbox"/>

D.2. IT Risk Assessment. Has the Company’s management conducted an IT system risk assessment within the past three years?

☐ Yes ☐ No

D.3. IT Security Review. Are system security and application access logs enabled and reviewed periodically?

☐ Yes ☐ No

Comment: _____

D.4. IT Electronic Data Safeguards. If documents are retained in electronic format, are they stored in a format that cannot easily be modified, removed, or replaced, and does a mechanism/audit trail exist to track all such events?

☐ Yes ☐ No

Comment: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

E. Accounting – Payroll and Timekeeping

E.1. Payroll Service. Does the Company use an external payroll service?

☐ No ☐ Yes. If “yes,” please specify: _____

E.2. Pay Cycle. What is the Company’s standard pay cycle?

☐ Bi-weekly ☐ Monthly ☐ 1st & 15th ☐ Other (please specify): _____

If the Company uses more than one pay cycle, please explain: _____

E.3. Payroll Register. Does the payroll register include the following data?

	<u>Yes</u>	<u>No</u>
a. Employee Name.	<input type="checkbox"/>	<input type="checkbox"/>
b. Employee ID number.	<input type="checkbox"/>	<input type="checkbox"/>
c. Gross pay	<input type="checkbox"/>	<input type="checkbox"/>
d. Payroll deductions	<input type="checkbox"/>	<input type="checkbox"/>
e. Net pay	<input type="checkbox"/>	<input type="checkbox"/>
f. Check amount	<input type="checkbox"/>	<input type="checkbox"/>
g. Hourly rate	<input type="checkbox"/>	<input type="checkbox"/>
h. Pay period	<input type="checkbox"/>	<input type="checkbox"/>
i. Normal hours for pay period	<input type="checkbox"/>	<input type="checkbox"/>
j. Overtime hours for pay period	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

E.4. Timekeeping System.

a. Does the Company use an electronic timekeeping system?

☐ Yes ☐ No

- If “yes,” please provide an explanation of its operation, or provide system documentation:

b. Are all employees, including managers and owners/principals, responsible for signing their own timesheets?

☐ Yes ☐ No

If “no,” please explain: _____

c. Are all employee timesheets approved by supervisors?

☐ Yes ☐ No

If “no,” please explain: _____

d. Is there a certification and approval process required for all time worked by owners and principals?

☐ Yes ☐ No

If “no,” then how is time accounted for and billed to projects? _____

e. How are timesheet coding errors detected and corrected?

f. How do timesheets identify work performed outside an agreement’s original scope of services?

AASHTO Internal Control Questionnaire for Consulting Engineers

F. Labor Cost Accumulation

F.1. Direct & Indirect Labor. Do the Company's timesheets include reporting codes for both direct and indirect hours? (See AASHTO Guide, Chapter 6.)

☐ Yes ☐ No

- If "yes," do all employees, including managers and principals, record direct and indirect time on their timesheets?

- If "no," then please explain the method used to segregate direct and indirect labor hours. _____

F.2. Work Week. Please list the Company's normal hours of business operation (normal work week):

F.3. Uncompensated Overtime (see AASHTO Guide, Section 5.4). Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts?

☐ No. If "no," please explain: _____

☐ Yes. If "yes," which of the following methods does the Company use to account for *uncompensated overtime*—the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employees who are exempt from the Fair Labor Standards Act?

☐ Effective Rate Method. Please explain: _____

☐ Salary Variance Method. Please explain. (E.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ _____

☐ Other. Please explain: _____

F.4. Contract Modifications/Time Tracking. How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications? _____

AASHTO Internal Control Questionnaire for Consulting Engineers

G. Labor Billings and Project Costing

G.1. Billing Rates. Please describe how billing rates are determined, or attach the Company's billing-rate policy.

☐ Description: _____

☐ Billing-rate policy attached.

G.2. Premium Overtime. Does the Company pay overtime at a premium to any employees? ☐ Yes ☐ No

- If "yes,"

a. What premium rate is paid, and what categories of employees are eligible for this rate?

☐ Time-and-a-half for all non-exempt employees.

☐ Other. Please explain: _____

b. How is the overtime premium accounted for and billed?

☐ As part of direct labor, and overhead is applied.

☐ As an Other Direct Cost (no overhead applied).

☐ As an indirect labor cost (included in the indirect cost rate).

☐ Other. Please explain: _____

G.3. Allocation of Overtime Costs. Are overtime costs allocated to contracts consistently, regardless of the type of contract (lump sum versus actual cost) or customer (government versus commercial)?

☐ Yes ☐ No. If "no," please explain: _____

G.4. Cost Allocation versus Billing. If the Company pays a principal or an employee at a rate in excess of a contract's maximum hourly labor rate, where will the excess cost be allocated/charged? _____

G.5. Contract/Purchased Labor. Does the Company invoice/bill contract labor directly to any customers?

☐ Yes ☐ No ☐ N/A

- If "yes," please complete the following: Contract labor is billed—

☐ As part of direct labor, and overhead is applied.

☐ As an Other Direct Cost (no overhead applied).

☐ Other. Please explain: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

H. Expense Accumulation and Billing

H.1. Nonsalary Direct Costs (Other Direct Costs). Besides labor, what type of costs does the Company normally bill/invoice as direct expenses?

H.2. Credits Associated with Direct Costs. Is the indirect cost pool relieved/reduced for credits/reimbursements received for direct costs?

☐ Yes ☐ No. If "no," please explain: _____

H.3. Design/Build Stipends. Has the Company received a stipend from any State DOT in connection with design/build efforts?

☐ Yes ☐ No

- If "yes," please explain how the Company accounted for the stipend in the accounting system: _____

H.4. Classification of Cost Items. How are the following cost items accounted for and billed? (Check both "D" and "I," if applicable.)

(D = Direct; I = Indirect; N/A = not applicable)

	<u>D</u>	<u>I</u>	<u>N/A</u>
a. Vehicles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Computer Assisted Design and Drafting (CADD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Computer (non-CADD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Printing / Reproduction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Postage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Lab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Travel and Subsistence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. GPS and/or Nuclear Density Meters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Other (list if significant)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

H.5. Nonbillable Costs. Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?) _____

H.6. Authorization. How does the Company ensure that costs are not billed to Government projects prior to proper authorization?

H.7. Vehicle Expenses. Does the Company provide vehicles to employees for business purposes?

☐ Yes ☐ No

a. If "yes," are the vehicles leased or owned?

☐ Leased ☐ Owned

b. Identify the total number of vehicles owned or leased by the company.

_____ Leased _____ Owned

c. Are mileage logs maintained for all vehicles? If "no," please explain below.

☐ Yes ☐ No

Explanation: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

- d. Is mileage separated by direct and indirect classifications, and is mileage incurred in connection with unallowable activities tracked? ☐ Yes ☐ No

Explanation: _____

- e. What recovery/billing rate is used for Company vehicle mileage reimbursement?

\$ _____ per mile.

Explanation: _____

- f. How was the rate developed? _____

H.8. Computer Expenses. Are the Company's computer expenses incurred as a result of (select one):

- a. ☐ Outside Services? ☐ Company ownership? ☐ Both?
- b. Does the Company compute a charge rate for computers? ☐ Yes ☐ No
- If "yes," what is the rate? _____
- How was the rate developed? _____
- c. Is computer usage segregated by direct and indirect classifications? ☐ Yes ☐ No
- d. Are computer usage logs maintained and coded by job/project? ☐ Yes ☐ No

H.9. Printing and Reproduction Costs. How are printing and reproduction expenses treated?

- In House: ☐ Direct cost ☐ Indirect cost ☐ Combination of direct and indirect
- Outside vendor: ☐ Direct cost ☐ Indirect cost ☐ Combination of direct and indirect

If you marked "combination of both," please explain: _____

- a. For in-house services, are usage logs maintained and coded by job/project?
- ☐ Yes ☐ No
- b. Is usage segregated by direct and indirect classifications?
- ☐ Yes ☐ No
- c. If these costs are incurred through the use of an outside vendor, are the invoices coded by job/project when received?
- ☐ Yes ☐ No

H.10. Telephone Costs. How is the expense for telephone service recorded and billed?

- ☐ Direct cost ☐ Indirect cost ☐ Combination of direct and indirect

If you marked "combination of direct and indirect," please explain below:

- Does the Company maintain a telephone log to record toll calls? ☐ Yes ☐ No
- Are the calls job-coded by direct and indirect classifications? ☐ Yes ☐ No

AASHTO Internal Control Questionnaire for Consulting Engineers

H.11. Activities Ineligible for Cost Reimbursement. Did any of the Company's employees engage in activities for lobbying, advertising, public relations, charity, and/or entertainment?

- If "yes," please list the employees who engaged in these activities, and describe how the associated costs were tracked and accounted for in relation to the submitted indirect cost rate.

Table 2: Unallowable Activities

Employee Name or ID & Title/Classification:	Activities:	Accounting Treatment:

I. Compensation for Owners and Employees

I.1. Bonuses.

- a. Did the Company pay, or accrue for, bonuses earned by owners or employees during the period covered by the latest indirect cost rate schedule?
- ☐ Yes ☐ No
- If "yes," were the bonuses included in the submitted overhead rate? ☐ Yes ☐ No ☐ N/A
- Was any portion of these bonuses excluded from the submitted overhead rate? ☐ Yes ☐ No ☐ N/A
- Comment: _____
- b. Does the Company have a written bonus plan?
- ☐ Yes. Please provide a copy of the plan.
- ☐ No. Please describe how bonuses are determined and how this is communicated to employees. _____
- c. Are all employees eligible for the bonuses? ☐ Yes ☐ No. If "no," please explain: _____

I.2. Executive Compensation. Has the Company, an independent CPA, or compensation consultant performed an evaluation of executive compensation for *reasonableness* in accordance with FAR 31.205-6? (See AASHTO Guide Section 7.5.)

☐ Yes ☐ No

- If "yes," describe the methodology used and how this process has been documented: _____

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J. Related-Party Transactions

J.1. Related Employees. Please provide the following information for all **employees** who are related to the parties listed in the Ownership Table (Table 1) shown in A.5:

Table 3: Employees Related to Company Owners

	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
1			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related (e.g., spouse, parent, child, sibling, in law):				
2			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
3			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
4			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
5			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
6			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
7			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
8			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				

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	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
9			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
10			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				

J.2. Related Vendors. Please provide the following information for all **vendors** related to the parties listed in the Ownership Table (Table 1) shown in A.5:

Table 4: Vendors Related to Company Owners

Name:	Contact Information:	How Related:	Products/Services Provided:	Total Payments During Year:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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J.3. Property or Facilities Leased from Related Parties. Does the Company rent or lease property and/or facilities from another entity (organization or individual)?

☐ Yes ☐ No

- If “yes,”

a. Are any of the Company’s owners/stockholders, or members of their immediate family, also owners/stockholders of the other entity?

☐ Yes ☐ No

- If “yes,” please explain: _____

b. Have the rental/lease costs been adjusted to the property owner’s actual costs?

☐ Yes ☐ No

- If “yes,” what basis was used to determine actual cost? (E.g., the property owner’s tax return less interest expense, plus cost of money).

Description: _____

J.4. Other Related-Party Transactions. Did the Company engage in any transactions with related parties other than those listed and described in J.1 through J.3?

☐ No ☐ Yes. If “yes,” please complete Table 5:

Table 5: Other Related-Party Transactions

Name:	Contact Information:	How Related:	Products/Services Provided:	Total Payments During Year:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

AASHTO Internal Control Questionnaire for Consulting Engineers

K. Other Questions

K.1. Life Insurance. Does the Company pay life insurance for officers/principals?

☐ Yes ☐ No

- If "yes,"

(a) Have any costs associated with this life insurance been included on the indirect cost rate schedule?

☐ Yes – total amount: _____ ☐ No

(b) Please identify the beneficiary of the life insurance:

☐ Company/surviving partners ☐ Officer/principal's family

☐ Other (specify) _____

(c) Please identify the type(s) of the life insurance:

☐ Term ☐ Whole life ☐ Universal life ☐ Endowments (annuities)

☐ Accidental death ☐ Other (please specify): _____

K.2. Suspension or Debarment. Has the Company, its parent, subsidiary, or any owner, stockholder, officer, partner, or employee of the Company been suspended or debarred from doing business by any State or the Federal government?

☐ Yes ☐ No

- If "yes," please provide complete details: _____

K.3. Updates for Changes to FAR Part 31. Does the Company have an existing process designed to provide timely updates to company policies and procedures to accommodate changes in the FAR Subpart 31.2 cost principles?

☐ Yes ☐ No

- If "yes," please describe the process: _____

K.4. Risk Assessment. Does the Company have a process for assessing risks that may result from changes in cost accounting systems or processes?

☐ Yes ☐ No

- If "yes," please describe the process. How are risks identified and addressed? _____

K.5. Communications of FHWA/DOT Requirements. How does information flow from the FHWA/State DOT to appropriate management personnel? (E.g., How are relevant updates to State DOT procedures or Federal Regulations disseminated to project managers and accounting personnel?)

AASHTO Internal Control Questionnaire for Consulting Engineers

I certify that to the best of my knowledge and belief this ICQ is a complete and accurate representation of the above-named Company's cost accounting and billing practices.

Typed or Printed Name

Signature

Title

Date Completed

Note: The representations on this ICQ were made by, and are the responsibility of, the Company's management.

AASHTO Internal Control Questionnaire for Consulting Engineers

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**On-Call Agreement for
Architectural and Engineering Consultant and Other Related Services
Agreement
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1 **CONSULTANT AGREEMENT**

2 THIS AGREEMENT for Architectural and Engineering Consultant Services,
3 hereinafter referred to as "AGREEMENT," is made and entered into this _____ day of
4 2024, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of
5 California, hereinafter referred to as "COUNTY"; and _____, a _____ (Type of
6 business), whose address is _____ hereinafter referred to as "CONSULTANT".

7 **Recitals**

8 WHEREAS, the COUNTY desires to retain the CONSULTANT as one of a
9 number of consultant firms to provide, pursuant to separate agreements, on-call
10 architectural and engineering consulting services, encompassing landscape
11 architectural, electrical, mechanical, transportation planning, water & natural resources,
12 and such other architectural and engineering disciplines for which each such consultant
13 is qualified, as necessary to assist the COUNTY in performing projects (hereinafter
14 referred to as "PROJECT(S)") proposed by the COUNTY; and

15 WHEREAS, said the CONSULTANT has been selected in accordance with the
16 COUNTY's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and
17 other professionals, and in accordance with Chapter 10 of the California Department of
18 Transportation's (CALTRANS) Local Assistance Procedures Manual (LAPM), to provide
19 certain professional services necessary for the PROJECTS, as specified herein; and

20 WHEREAS, the individual listed below

21 Erin Haagenson, Program Manager

22 2220 Tulare Street, 6th Floor, Fresno, CA 93721

23 559-388-7292

24 ehaagenson@fresnocountyca.gov

25 is designated as the CONTRACT ADMINISTRATOR for this Agreement on behalf of the
26 COUNTY, and shall remain so unless the CONSULTANT is otherwise notified in writing
27 by the COUNTY's Director of Public Works and Planning or his/her designee(s)
28 (hereinafter referred to as the "DIRECTOR"); and

1 WHEREAS, the individual listed in Appendix A, as the firm's "Consultant Project
2 Manager" is designated as the CONSULTANT'S PROJECT MANAGER for this
3 Agreement, and shall remain so unless the CONSULTANT requests and the DIRECTOR
4 approves, in writing, a change of the CONSULTANT'S PROJECT MANAGER, which
5 approval will not be unreasonably withheld; and

6 NOW, THEREFORE, in consideration of the mutual covenants, terms and
7 conditions herein contained, the parties hereto agree as follows:

8 1. OBLIGATIONS OF THE CONSULTANT

9 A. The COUNTY hereby contracts with the CONSULTANT as an independent
10 contractor to provide the professional services enumerated in "Consultant's Scope of
11 Services" attached as Appendix B.

12 B. The CONSULTANT'S services shall be performed as expeditiously as is
13 consistent with professional skill and the orderly progress of the work, based on
14 schedules for each specific PROJECT mutually agreed upon in advance by the
15 CONTRACT ADMINISTRATOR, and the CONSULTANT.

16 C. The CONSULTANT'S PROJECT team staff shall be as listed in Appendix
17 C, attached hereto and incorporated herein. Any substitutions of personnel must be
18 approved in advance by the CONTRACT ADMINISTRATOR, which approval shall not be
19 unreasonably withheld. The CONSULTANT shall notify the CONTRACT
20 ADMINISTRATOR of the names and classifications of employees assigned to each
21 specific PROJECT, and shall not reassign such employees to other projects of the
22 CONSULTANT without notification to and prior approval by the CONTRACT
23 ADMINISTRATOR.

24 D. The CONSULTANT may retain, as subconsultants, specialists as the
25 CONSULTANT requires to assist in completing the work in accordance with Article 16
26 "Subconsultants" (and, if applicable to this Agreement, Article 24 "Disadvantaged
27 Business Enterprises").

28 E. Services provided by CONSULTANT on PROJECTS relating to the

1 construction or improvement of roads and bridges shall be done in accordance with
2 American Association of State Highway and Transportation Officials (AASHTO)
3 requirements for applicable structures.

4 F. All projects funded wholly or in part by CALTRANS must conform to all
5 requirements imposed by CALTRANS and the Federal Highway Administration (FHWA),
6 as specified in Chapter 10 of the CALTRANS LAPM.

7 G. The services that may be furnished by the CONSULTANT under this
8 Agreement are for all or a portion of the services the CONSULTANT is allowed to
9 provide within the applicable professional discipline limits, as defined in California State
10 License Law, for various PROJECTS on an as needed basis.

11 H. The CONSULTANT agrees to provide the professional services that are
12 necessary for each PROJECT when expressly authorized in writing by the CONTRACT
13 ADMINISTRATOR. Such work by the CONSULTANT shall not begin until the
14 CONSULTANT has received a written Notice to Proceed (NTP) or Task Order from the
15 CONTRACT ADMINISTRATOR authorizing the necessary service, agreed upon fee, and
16 scope of work.

17 I. The CONSULTANT shall submit proposals in response to requests issued
18 by the CONTRACT ADMINISTRATOR on a project-by-project basis. The
19 CONSULTANT'S proposal at a minimum shall include, but not be limited to, staff
20 qualifications, proposed method and schedule for completing the task(s), completed
21 federal forms and a sealed cost proposal. The CONSULTANT agrees that each
22 professional or other individual performing work on any such PROJECT(S) shall be
23 adequately trained to perform the work and shall possess the proper license, certification
24 or registration as required by law or by accepted standards of the applicable profession.
25 The CONSULTANT agrees to provide the professional services that are necessary to
26 complete the requested tasks consistent with the scope of its contracted discipline(s), as
27 listed in Appendix B ("Scope"), when expressly authorized in writing by the CONTRACT
28 ADMINISTRATOR.

1 J. Submissions of reports, plans, specifications, and estimates will be
2 submitted in the formats, quantities, and delivery methods delineated in Appendix D
3 "Deliverables" hereto unless other formats, quantities, and/or delivery methods have
4 been mutually agreed upon, in writing, prior to the CONSULTANT's submittal. The
5 CONSULTANT shall verify compatible format and quantity prior to final delivery.

6 K. Assist the COUNTY, at the DIRECTOR's express, written authorization,
7 with any claim resolution process involving the construction contractor and the COUNTY
8 as specified hereunder, including serving as a witness in connection with any public
9 hearings or legal proceeding, and also including dispute resolutions required by law or
10 hereunder. The parties recognize that this clause is provided as a means of expediting
11 resolution of claims among the construction contractor, the COUNTY, and the
12 CONSULTANT. However, it is understood the construction contractor is not an intended
13 third-party beneficiary of this clause. Compensation for these services shall be computed
14 and invoiced at the same hourly rates listed in Appendix E hereto, including travel costs
15 that are being paid for the CONSULTANT's personnel services under this Agreement.
16 Any assistance provided by the CONSULTANT as described in this Article 1, Section K
17 shall be subject to the provisions of Article 5 hereinafter, and shall also be subject to the
18 following:

19 1. The DIRECTOR may believe the CONSULTANT'S work under this
20 Agreement to have included negligent errors or omissions, or that the CONSULTANT
21 may otherwise have failed to comply with the provisions of this Agreement, either
22 generally or in connection with its duties as associated with a particular PROJECT; and
23 that the cause(s) for a claim by the construction contractor may be attributable, in whole
24 or in part, to such conduct on the part of the CONSULTANT. Upon notice by the
25 DIRECTOR, the payments to the CONSULTANT for such arguably deficient services
26 shall be held in suspense by the COUNTY until a final determination has been made, of
27 the proportion that the CONSULTANT'S fault bears to the fault of all other parties
28 concerned.

1 2. Such amounts held in suspense shall not be paid to the
2 CONSULTANT, pending the final determination as to the CONSULTANT'S proportional
3 fault. However, the appropriate percentage of such amount held in suspense shall be
4 paid to the CONSULTANT, once a final determination has been made, and the
5 CONSULTANT thereafter submits a proper invoice to the COUNTY. Payment shall be
6 issued in accordance with the procedure outlined in Article 5, Section E, Paragraph 2.

7 L. The CONSULTANT'S personnel shall typically be assigned to and remain
8 on specific Department projects/deliverables until completion and acceptance of the
9 project/deliverables by the Department. Personnel assigned by the CONSULTANT shall
10 be available at the start of a Task Order and after acceptance of the project/deliverable
11 by the Department.

12 M. After the CONTRACT ADMINISTRATOR'S approval of the
13 CONSULTANT'S personnel proposal and finalization of a Task Order, the
14 CONSULTANT may not add or substitute personnel without the CONTRACT
15 ADMINISTRATOR'S prior written approval.

16 2. OBLIGATIONS OF THE COUNTY

17 The COUNTY will:

18 A. Provide eligible consultants the opportunity to compete for Task Orders on
19 a project-by-project basis by providing a miniature Request for Proposal (mini-RFP),
20 except as specified under Section B. The CONSULTANT'S eligibility for project types,
21 disciplines, and services is listed in Appendix B.

22 B. The COUNTY reserves the right to suspend competition under this
23 AGREEMENT and engage the services of an eligible qualified consultant from the listing
24 attached as Appendix A, in the event that one or more of the following circumstances
25 apply to the needed work:

- 26 1. Service is available only from a single source
27 2. There is an emergency which will not permit the time necessary to
28 conduct competitive negotiations

1 3. After the mini-RFP is issued (as provided in the immediately
2 preceding Section A) competition is determined to be inadequate

3 4. Services of expert witnesses for litigation or special counsel to assist
4 the County.

5 C. Issue Task Orders on a project-by-project basis. Task Orders will at a
6 minimum include scope of work, location, and schedule for the PROJECT.

7 D. Provide the CONSULTANT with a PROJECT Scope and Schedule, and
8 compensate the CONSULTANT as provided in this Agreement.

9 E. Provide an individual PROJECT ADMINISTRATOR to serve as a
10 representative of the COUNTY who will coordinate and communicate with the
11 CONSULTANT on all PROJECT technical work, to the extent appropriate, in an effort to
12 facilitate the CONSULTANT'S performance of its obligations in accordance with the
13 provisions of this Agreement.

14 F. Provide basic plan sheet layouts as required.

15 G. Examine documents submitted to the COUNTY by the CONSULTANT and
16 timely render decisions pertaining thereto.

17 H. Provide aerial photographs as required.

18 I. Provide copies of any available existing as-built plans and right-of-way
19 drawings from the COUNTY'S files.

20 J. Provide list of property owners with addresses for notification of property
21 owners upon the CONSULTANT'S request.

22 K. Provide preliminary engineering survey data on existing structures and
23 topographic mapping in the formats, quantities, and delivery methods delineated in
24 Appendix D to the CONSULTANT, if available.

25 L. Prepare all legal descriptions and drawings required for right-of-way
26 acquisition and/or temporary construction permits.

27 M. Provide limited assistance to CONSULTANT, as may be appropriate under
28 the circumstances, in connection with CONSULTANT'S processing of required permits.

1 N. Give reasonably prompt consideration to all matters submitted for approval
2 by the CONSULTANT in an effort to assist the CONSULTANT in avoiding any
3 substantial delays in the CONSULTANT'S program of work. An approval, authorization
4 or request to the CONSULTANT given by the COUNTY will be binding upon the
5 COUNTY under the terms of this Agreement only if it is made in writing and signed on
6 behalf of the COUNTY by CONTRACT ADMINISTRATOR.

7 3. TERM OF AGREEMENT

8 A. The term of this Agreement shall be for a period of three (3) years,
9 commencing upon execution by the COUNTY, through and including the third
10 anniversary of the execution date.

11 B. The CONSULTANT shall commence work promptly after receipt of a Notice to
12 Proceed or Task Order issued by the CONTRACT ADMINISTRATOR. The period of
13 performance for Task Orders shall be in accordance with dates specified in the Task
14 Order. No Task Order will be written which would extend the period of performance
15 beyond the expiration date of this Agreement, the maximum term of which shall not
16 exceed three (3) years.

17 4. TERMINATION

18 A. Non-Allocation of Funds / Funding Requirements

19 The terms and conditions of this Agreement, and the services to be provided
20 hereunder, are contingent on the approval of funds by the appropriating government
21 agency. Should sufficient funds not be allocated, the services provided may be modified,
22 or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
23 advance written notice. This Agreement may be terminated without cause at any time by
24 the COUNTY upon thirty (30) calendar days' written notice. If the COUNTY terminates
25 this Agreement, the CONSULTANT shall be compensated for services satisfactorily
26 completed to the date of termination based upon the compensation rates and subject to
27 the maximum amounts payable agreed to in Article 5, together with such additional
28 services satisfactorily performed after termination which are expressly authorized by the

COUNTY to conclude the work performed to date of termination.

B. Breach of Contract

The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the COUNTY;
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONSULTANT, nor shall any such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The DIRECTOR shall have the right to demand of the CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under this Agreement, which, in the sole judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand. This Section survives the termination of this Agreement.

C. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

5. COMPENSATION, ALLOWABLE COSTS AND PAYMENTS

A. Maximum Cumulative Amount Available

The COUNTY has or will enter into up to XX separate agreements, including this Agreement, for performance of the Scope of Services identified hereinabove in Article 1, Section A and more thoroughly in Appendix B attached hereto. The other Agreements are to be entered into by the COUNTY with the other consultant firms listed, together with the CONSULTANT, on the list of consultant firms attached hereto as Appendix A.

1 The total amount payable by the COUNTY for all the Agreements combined shall not
2 exceed a cumulative maximum total value of Six Million (\$6,000,000), which "Not to
3 Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

4 It is understood and agreed that there is no guarantee, either expressed or
5 implied, that all or any specific portion of this maximum NTE Sum will be authorized
6 under the On-Call Engineering Consultant Agreements through Task Orders. It is further
7 understood and agreed that there is no guarantee, either expressed or implied, that any
8 Task Order will be assigned to the CONSULTANT or that the CONSULTANT will receive
9 any payment whatsoever, under the terms of this Agreement. Each time a Task Order is
10 awarded under any of the Agreements, the COUNTY shall send written notification to the
11 CONSULTANT and each of the other consultants that entered into the Agreements.
12 Each such notice shall identify the cumulative total of funds allocated under all Task
13 Orders issued hereunder as of that date, and the remaining unencumbered amount of
14 the NTE Sum. The CONSULTANT acknowledges and agrees that the COUNTY shall not
15 pay any amount under this Agreement that would cause the NTE Sum to be exceeded,
16 and the CONSULTANT shall not enter into a Task Order that exceeds the remaining
17 unencumbered amount of the NTE Sum.

18 B. Consultant Fee

19 1. The approved CONSULTANT's Cost Proposal is attached hereto
20 as Appendix E and incorporated by this reference as though fully set forth herein. If there
21 is any conflict between the provisions set forth in the text of this Agreement and the
22 approved Cost Proposal (Appendix E), this Agreement shall take precedence.

23 2. The hourly and cost rates listed in Appendix E for services
24 rendered by the CONSULTANT and subconsultants shall remain in effect for the entire
25 duration of this Agreement unless adjusted in accordance with the provisions of
26 Paragraphs 3, 5, or 6 of this Article 5, Section B.

27 3. The hourly rates paid for services performed by the
28 CONSULTANT and by subconsultants of the CONSULTANT and the rates for expenses

1 incidental to the CONSULTANT'S and its subconsultants' performance of services may
2 be adjusted no more than once annually for inflation, in accordance with the following
3 provisions: the CONSULTANT may request new labor rates and new rates for expenses
4 incidental to the CONSULTANT'S and subconsultant's performance of services subject
5 to written approval of the CONTRACT ADMINISTRATOR in accordance with the
6 provisions of this Article 5, Section B. The CONSULTANT shall initiate the rate
7 adjustment process by submitting to the CONTRACT ADMINISTRATOR a proposed
8 adjusted fee schedule. The proposed adjusted fee schedule shall include proposed
9 hourly rates for all categories of the CONSULTANT'S and any subconsultants' wage
10 classifications and proposed rates for incidental expenses listed in Appendix E. The
11 proposed adjusted fee schedule shall not take effect unless approved in writing by the
12 CONTRACT ADMINISTRATOR. The CONSULTANT hereby acknowledges its
13 understanding that approval by the CONTRACT ADMINISTRATOR of any upward
14 adjustment in the hourly and cost rates shall not provide a basis for any increase in the
15 NTE Sum as set forth in Article 5, Section A.

16 4. Expenses incidental to the CONSULTANT'S and any
17 subconsultant's performance of services under Article 5 of this Agreement shall be
18 charged at the rates listed in Appendix E, subject to any adjustments that may be
19 approved in accordance with Paragraphs 3, 5, or 6 of this Article 5, Section B. Unless
20 incorporated in an adjusted fee schedule approved by the CONTRACT
21 ADMINISTRATOR in accordance with Paragraphs 3, 5, or 6 of this Article 5, Section B,
22 all other expenses incidental to the CONSULTANT'S and any subconsultant's
23 performance of the services under Article 1 of this Agreement that are not specifically
24 listed in Appendix E shall be borne by the CONSULTANT.

25 5. In the event that, in accordance with Article 1, Section D, the
26 CONTRACT ADMINISTRATOR approves the CONSULTANT to retain additional
27 subconsultants not listed in Appendix H, hourly rates paid for services performed by such
28 additional subconsultants of the CONSULTANT and the rates for expenses incidental to

1 those additional subconsultants' performance of services may be adjusted no more than
2 once annually for inflation, in accordance with Article 5, Section B, Paragraph 3. The first
3 annual adjustment of hourly and incidental expense rates for such additional
4 subconsultants shall not be submitted for approval prior to one year after the
5 CONTRACT ADMINISTRATOR'S approval of the retention of such additional
6 subconsultant(s) by the CONSULTANT.

7 6. Notwithstanding any other provisions in this Agreement, the
8 CONTRACT ADMINISTRATOR may, at any time, authorize in writing the revision of the
9 CONSULTANT'S or subconsultant's list of rates for incidental expenses to include
10 additional categories of such expenses if, in the opinion of the CONTRACT
11 ADMINISTRATOR, such revision is necessary to facilitate the CONSULTANT'S
12 performance of the PROJECT(S).

13 7. Reimbursement for transportation and subsistence costs shall
14 not exceed the rates as specified in the approved Cost Proposal (Appendix E). The
15 CONSULTANT will be responsible for transportation and subsistence costs in excess of
16 State rates.

17 8. The consideration to be paid to CONSULTANT as provided
18 herein, shall be in compensation for all of CONSULTANT's expenses incurred in the
19 performance hereof, including travel and per diem, unless otherwise expressly so
20 provided.

21 C. Indirect Cost Rate

22 1. In accordance with Article 16, the Indirect Cost Rate (ICR) listed in
23 the CONSULTANT's Cost Proposal (Appendix E) shall match the ICR listed for the
24 CONSULTANT's ICR Forms and all subconsultant's ICR Forms, attached hereto
25 Appendix E and incorporated by reference.

26 The ICR Forms attached as Appendix F for CONSULTANT or subconsultant with
27 an approved ICR are:

28 a. Consultant Annual Certification of Indirect Costs and Financial

1 Management System (Exhibit 10-K),

2 b. the ICR Schedule with FAR References for Disallowed Costs

3 c. the Cognizant Approval Letter for the ICR FYE Proposed.

4 The ICR Forms attached as Appendix F for CONSULTANT or subconsultant
5 without an approved ICR is an approved California Safe Harbor Indirect Cost Rate
6 Program Consultant Certification of Eligibility of Contract Costs and Financial
7 Management, otherwise known as a Safe Harbor Rate (SHR) Request Form.

8 2. All parties agree to fix the ICR for the term of the contract.

9 D. Retention

10 In addition to any amounts withheld under Article 1, the CONSULTANT agrees
11 that the COUNTY, at the discretion of the CONTRACT ADMINISTRATOR, may withhold
12 a five percent (5%) retention from the earned compensation of the CONSULTANT. If the
13 CONTRACT ADMINISTRATOR determines that retention will not be withheld for a
14 PROJECT, the CONTRACT ADMINISTRATOR will so state in writing prior to
15 commencement of the PROJECT by the CONSULTANT. The CONTRACT
16 ADMINISTRATOR will identify in writing prior to commencement of the PROJECT the
17 PROJECT-specific prerequisites (such as successful completion of a PROJECT phase,
18 as an example) for the release of retentions.

19 E. Payments

20 1. Progress payments will be made by the COUNTY upon receipt of
21 the CONSULTANT'S monthly invoices and approval by the CONTRACT
22 ADMINISTRATOR thereof based on the CONTRACT ADMINISTRATOR'S evaluation of
23 the completion of the respective components of the assigned PROJECT. Invoices shall
24 clearly identify the PROJECT by Name(s), the Phase and Task(s) comprising the work
25 that is the subject of the invoice, the Notice to Proceed or Task Order number, and the
26 date(s) on which the work was performed. Invoices shall be submitted together with the
27

1 documentation identified below in Paragraph 5 of this Article 5, Section E. Invoices shall
2 be forwarded electronically to: PWPBusinessOffice@fresnocountyca.gov

3 2. Upon receipt of a proper invoice, the CONTRACT
4 ADMINISTRATOR will take a maximum of ten (10) working days to review, approve, and
5 submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or
6 inaccurate invoices will be returned to the CONSULTANT for correction and resubmittal.
7 Payment, less retention, if applicable, will be issued to the CONSULTANT within forty-
8 five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector
9 receives the approved invoice.

10 3. The COUNTY is entitled to withhold a five percent (5%) retention
11 from the CONSULTANT'S earned compensation in accordance with the provisions of
12 Article 5, Section D of this Agreement.

13 4. An unresolved dispute over a possible error or omission may
14 cause payment of the CONSULTANT fees in the disputed amount to be withheld by the
15 COUNTY.
16

17 5. Concurrently with the invoices, the CONSULTANT shall certify
18 (through copies of issued checks, receipts, or other COUNTY pre-approved
19 documentation) that complete payment, less a five percent (5%) retention if applicable,
20 has been made to all subconsultants as provided herein for all previous invoices paid by
21 the COUNTY. However, the parties do not intend that the foregoing creates, as to any
22 subconsultants or subcontractors, any purported third-party beneficiary status or any
23 third-party beneficiary rights whatsoever, and the parties do hereby expressly disclaim
24 any such status or rights.

25 6. Final invoices, and separate invoices for retentions, shall be
26 submitted to CONTRACT ADMINISTRATOR no later than thirty (30) days after the
27
28

1 phase is completed. Payment for retentions, if any, shall not be made until all services
2 for the phase are completed.

3 7. In the event the DIRECTOR reduces the scope of the
4 CONSULTANT'S work under this Agreement for a specific PROJECT (or discontinues a
5 specific PROJECT), whether due to a deficiency in the appropriation of anticipated
6 funding or otherwise, the CONSULTANT will be compensated on a pro rata basis for
7 actual work completed and accepted by the DIRECTOR in accordance with the terms of
8 this Agreement.

9 8. Credits due CONSULTANT that include any equipment purchased
10 under the provisions of Article 26 Equipment Purchase, must be reimbursed by
11 CONSULTANT prior to the expiration or termination of this Agreement.

12 F. Notice to Proceed / Task Orders / Project Cost Proposal

13 1. Upon the acceptance of a project proposal submitted by the
14 CONSULTANT in accordance with the provisions of Article 1, Section I, and if an
15 agreement has been reached on the negotiable items and total cost in connection
16 therewith, then a specific PROJECT will be assigned to the CONSULTANT through
17 issuance by the CONTRACT ADMINISTRATOR of one or more Task Orders or Notices
18 to Proceed (NTP). Task Orders may be negotiated for a lump sum (Firm Fixed Price) or
19 for specific rates of compensation, both of which must be based on the labor and other
20 rates set forth in the CONSULTANT's approved Cost Proposal (Appendix E to this
21 Agreement).

22 2. A Project Cost Proposal is of no force or effect and no
23 expenditures are authorized on a PROJECT and work shall not commence until a Notice
24 to Proceed for that PROJECT has been issued by the COUNTY.
25
26
27
28

1 3. If the CONSULTANT fails to satisfactorily complete a deliverable
2 according to the schedule set forth in a Task Order, no payment will be made until the
3 deliverable has been satisfactorily completed.

4 4. When milestone or phase cost estimates are included in the
5 Project Cost Proposal and/or Task Order, the CONSULTANT shall obtain prior written
6 approval for a revised Project Cost Proposal from the CONTRACT ADMINISTRATOR
7 before exceeding such estimate.

8 5. The CONSULTANT shall not commence performance of any work
9 or services hereunder until this Agreement has been formally approved by the COUNTY
10 and Notice to Proceed on a specific PROJECT has been issued by the COUNTY'S
11 CONTRACT ADMINISTRATOR. No payment will be made prior to approval or for any
12 work performed by the CONSULTANT prior to the COUNTY'S formal approval of this
13 Agreement.

14 6. The period of performance for each Notice to Proceed shall be in
15 accordance with dates specified in the Notice to Proceed. Consistent with the provisions
16 of Article 3, Section B, no Notice to Proceed will be issued that would extend the
17 CONSULTANT'S period of performance beyond the expiration date of this Agreement.

18 7. Notices to Proceed may not be used to amend any provision of this
19 Agreement or to expand the scope of the CONSULTANT'S work as authorized under the
20 provisions of this Agreement.

21
22 6. INDEPENDENT CONTRACTOR

23 A. In performance of the work, duties and obligations assumed by the
24 CONSULTANT under this Agreement, it is mutually understood and agreed that the
25 CONSULTANT, including any and all of the CONSULTANT'S officers, agents, and
26 employees will at all times be acting and performing as an independent contractor, and
27 shall act in an independent capacity and not as an officer, agent, servant, employee, joint
28 venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall have no

1 right to control or supervise or direct the manner or method by which the CONSULTANT
2 shall perform its work and function. However, the COUNTY shall retain the right to
3 administer this Agreement so as to verify that the CONSULTANT is performing its
4 obligations in accordance with the terms and conditions thereof.

5 B. The CONSULTANT and the COUNTY shall comply with all applicable provisions
6 of law and the rules and regulations, if any, of governmental authorities having jurisdiction
7 over matters the subject thereof.

8 C. Because of its status as an independent contractor, the CONSULTANT shall
9 have absolutely no right to employment rights and benefits available to COUNTY
10 employees. The CONSULTANT shall be solely liable and responsible for providing to, or on
11 behalf of, its employees all legally-required employee benefits. In addition, the
12 CONSULTANT shall be solely responsible and save the COUNTY harmless from all
13 matters relating to payment of the CONSULTANT'S employees, including compliance with
14 Social Security withholding and all other regulations governing such matters. It is
15 acknowledged that during the term of this Agreement, the CONSULTANT may be providing
16 services to others unrelated to the COUNTY or to this Agreement.

17 7. MODIFICATION / CHANGE IN TERMS

18 A. This Agreement may be amended or modified only by mutual written
19 agreement of both parties. Except to the limited extent allowed under Article 5, Section
20 B, and Article 7, Section C, and Article 16, Section A, any such written amendment to
21 this Agreement may be approved on the COUNTY's behalf only by its Board of
22 Supervisors.

23 B. The CONSULTANT shall only commence work covered by an amendment
24 after the amendment has been fully executed and written notification to proceed has
25 been issued by the CONTRACT ADMINISTRATOR.

26 C. There shall be no change in CONSULTANT's Project Manager or members of
27 the project team, as listed in Appendix A and the approved Cost Proposal (Appendix E,
28 which is incorporated as a part of this Agreement as provided in Article 5, Section 1),

1 without prior written approval by the COUNTY's CONTRACT ADMINISTRATOR. Any
2 substitutions of personnel must be approved in advance by the CONTRACT
3 ADMINISTRATOR, which approval shall not be unreasonably withheld. The
4 CONSULTANT shall notify the CONTRACT ADMINISTRATOR of the names and
5 classifications of employees assigned to each specific PROJECT and shall not reassign
6 such employees to other projects of the CONSULTANT without notification to and prior
7 approval by the CONTRACT ADMINISTRATOR.

8 8. NON-ASSIGNMENT

9 Neither party shall assign, transfer or sub-contract this Agreement or any of its
10 respective rights or duties under this Agreement hereunder, without the prior written
11 consent of the other party.

12 9. HOLD HARMLESS

13 A. The CONSULTANT shall defend, hold harmless and indemnify the
14 COUNTY, its officers, agents, and employees, against the payment of any and all costs
15 and expenses (including reasonable attorney fees and court costs), damages, claims,
16 suits, losses, and liability for bodily and personal injury to or death of any person or for
17 loss of any property, economic loss or otherwise resulting from or arising out of any
18 negligent or wrongful acts, errors or omissions of the CONSULTANT, its officers, agents,
19 and employees, in performing or failing to perform any work, services, or functions under
20 this Agreement. Provided, however, and notwithstanding the immediately preceding
21 sentence, with respect to any PROJECT on which the CONSULTANT has provided
22 design professional services as defined by Civil Code Section 2782.8(c), the
23 CONSULTANT has no obligation to pay for any defense related cost prior to a final
24 determination of its liability, based upon the percentage of comparative fault (if any)
25 finally determined to be attributable to the CONSULTANT'S negligence, recklessness or
26 willful misconduct. Following any such determination, the CONSULTANT shall be
27 responsible to pay to the COUNTY the dollar amount of all such defense costs incurred
28 by the COUNTY that is commensurate with the finally determined percentage of the

1 CONSULTANT'S liability, based upon the final determination of the CONSULTANT'S
2 comparative fault. The provisions of this Article 9, Section A shall survive termination of
3 this Agreement.

4 B. The COUNTY and the CONSULTANT hereby declare their mutual intent to
5 cooperate in the defense of any claim, suit, or other action alleging liability, arising from
6 the negligent performance or failure to perform of any COUNTY construction contractor
7 (or its subcontractor(s)) involved in the construction of any PROJECT(S). Such
8 cooperation may include an agreement to prepare and present a cooperative defense
9 after consultation with the CONSULTANT'S professional liability insurance carrier.

10 10. LIABILITY INSURANCE

11 Without limiting the COUNTY'S right to obtain indemnification from the
12 CONSULTANT or any third parties, the CONSULTANT, at its sole expense, shall
13 maintain in full force and effect, the following insurance policies prior to commencement
14 of any work for the COUNTY and, thereafter, throughout the entire term of this
15 Agreement (with the exception of Professional Liability Insurance, which the
16 CONSULTANT shall maintain in full force and effect for the additional period of time
17 required by Article 20, Section A, Paragraph 4).

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than Two Million
20 Dollars **(\$2,000,000.00)** per occurrence and an annual aggregate of not less than Four
21 Million Dollars **(\$4,000,000.00)**. This policy shall be issued on a per occurrence basis.
22 The COUNTY may require specific coverages including completed operations, products
23 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any
24 other liability insurance deemed necessary because of the nature of this Agreement.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits of not less than One
27 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages.
28 Coverage should include auto used in connection with this Agreement.

1 C. Professional Liability Insurance:

2 1. If the CONSULTANT employs licensed professional staff in
3 providing services, Professional Liability Insurance with limits of One Million Dollars
4 **(\$1,000,000.00)** per claim, Three Million Dollars **(\$3,000,000.00)** annual aggregate.

5 2. The Professional Liability Insurance shall be kept in full force and
6 effect for a period of five (5) years from the date of substantial completion of the
7 CONSULTANT'S work as determined by the COUNTY.

8 D. Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the
10 California Labor Code.

11 E. Additional Requirements Relating to Insurance

12 The CONSULTANT shall obtain endorsements to the Commercial General Liability
13 insurance naming the County of Fresno, its officers, agents, and employees, individually
14 and collectively, as additional insured, but only insofar as the operations under this
15 Agreement are concerned. Such coverage for additional insured shall apply as primary
16 insurance and any other insurance, or self-insurance, maintained by the COUNTY, its
17 officers, agents, and employees shall be excess only and not contributing with insurance
18 provided under the CONSULTANT's policies required herein. This insurance shall not be
19 cancelled or changed without a minimum of thirty (30) days advance written notice given
20 to the COUNTY.

21 The CONSULTANT hereby waives its right to recover from the COUNTY, its
22 officers, agents, and employees any amounts paid by the policy of worker's compensation
23 insurance required by this Agreement. The CONSULTANT is solely responsible to obtain
24 any endorsement to such policy that may be necessary to accomplish such waiver of
25 subrogation, but the CONSULTANT's waiver of subrogation under this paragraph is
26 effective whether or not the CONSULTANT obtains such an endorsement.

27 Prior to commencing any such work under this Agreement, the CONSULTANT shall
28

1 provide certificates of insurance and endorsements as stated above for all of the foregoing
2 policies, as required herein, to the County of Fresno, Erin Haagenson, Principal Staff
3 Analyst, 2220 Tulare St., Sixth Floor, Fresno, CA 93721, stating that such insurance
4 coverages have been obtained and are in full force; that the County of Fresno, its officers,
5 agents and employees will not be responsible for any premiums on the policies; that for
6 such worker's compensation insurance the CONSULTANT has waived its right to recover
7 from the COUNTY, its officers, agents, and employees any amounts paid under the
8 insurance policy and that waiver does not invalidate the insurance policy; that such
9 Commercial General Liability insurance names the County of Fresno, its officers, agents
10 and employees, individually and collectively, as additional insured, but only insofar as the
11 operations under this Agreement are concerned; that such coverage for additional insured
12 shall apply as primary insurance and any other insurance, or self-insurance, maintained
13 by the COUNTY, its officers, agents and employees, shall be excess only and not
14 contributing with insurance provided under the CONSULTANT's policies herein; and that
15 this insurance shall not be cancelled or changed without a minimum of thirty (30) days
16 advance, written notice given to the COUNTY.

17 All policies shall be issued by admitted insurers licensed to do business in the State
18 of California, and such insurance shall be purchased from companies possessing a current
19 A.M. Best, Inc. rating of A FSC VII or better.

20 The CONSULTANT agrees that the bodily injury liability insurance herein provided
21 for, shall be in effect at all times during the term of this Agreement. In the event said
22 insurance coverage expires at any time or times during the term of this Agreement,
23 CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said
24 expiration date; and a new Certificate of Insurance evidencing insurance coverage as
25 provided for herein, for not less than either the remainder of the term of the Agreement,
26 or for a period of not less than one (1) year. New Certificates of Insurance are subject to
27 the approval of COUNTY.

28 In the event the CONSULTANT fails to keep in effect at all times the insurance

1 coverages as required by this Article 10, the COUNTY may, in addition to any other
2 remedies it may have, suspend or terminate this Agreement upon occurrence of such
3 failure, or may purchase such insurance coverage and charge the cost of the coverage
4 to the CONSULTANT. The COUNTY may offset such charges against any amounts
5 owed by the COUNTY to the CONSULTANT under this Agreement.

6 11. AUDITS / RETENTION OF RECORD

7 A. The CONSULTANT shall at any time during business hours, and as often as
8 the COUNTY may deem necessary, make available to the COUNTY for examination all
9 of its records and data with respect to the matters covered by this Agreement. The
10 CONSULTANT shall, upon request by the COUNTY, permit the COUNTY to audit and
11 inspect all of such records and data, including but not limited to, the costs of
12 administering this Agreement, necessary to ensure the CONSULTANT'S compliance
13 with the terms of this Agreement (and compliance with Public Contract Code 10115, et
14 seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq.,
15 when applicable).

16 B. For the purpose of determining compliance with Gov. Code § 8546.7, the
17 CONSULTANT, its subconsultants, and COUNTY shall maintain all books, documents,
18 papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers,
19 and other evidence pertaining to the performance of the Agreement including, but not
20 limited to, the costs of administering the Agreement. All parties, including the
21 CONSULTANT's Independent CPA, shall make such workpapers and materials available
22 at their respective offices at all reasonable times during the Agreement period and for
23 three (3) years from the date of final payment under the Agreement. The COUNTY,
24 Caltrans Auditor, FHWA, or any duly authorized representative of the Federal
25 government having jurisdiction under Federal laws or regulations (including without
26 limitation when such jurisdiction is based upon Federal funding of the PROJECT in
27 whole or in part) shall have access to any books, records, and documents of the
28 CONSULTANT, its subconsultants, and the CONSULTANT's Independent CPA, that are

1 pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and
2 transactions, and copies thereof shall be furnished if requested without limitation. It shall
3 be the responsibility of the CONSULTANT to ensure that all subcontracts in excess of
4 \$25,000 shall contain this provision.

5 C. This Article 11 survives the termination of this Agreement.

6 12. NOTICES

7 The delivery of all notices hereunder and communications regarding interpretation
8 of the terms of this Agreement and any proposed changes thereto, shall be
9 accomplished by sending an e-mail, addressed to the CONTRACT ADMINISTRATOR
10 and the CONSULTANT'S PROJECT MANAGER as identified on Pages 3 and 4 of this
11 Agreement. For all claims arising out of or related to this Agreement, nothing in this
12 section establishes, waives, or modifies any claims presentation requirements or
13 procedures provided by law, including but not limited to the Government Claims Act
14 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

15 13. GOVERNING LAW

16 Venue for any action arising out of or related to this Agreement shall only be in
17 Fresno County, California.

18 The rights and obligations of the parties and all interpretation and performance of
19 this Agreement shall be governed in all respects by the laws of the State of California.

20 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

21 This provision is only applicable if the CONSULTANT is operating as a
22 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement,
23 the CONSULTANT changes its status to operate as a corporation. Members of the
24 CONSULTANT'S Board of Directors shall disclose any self-dealing transactions that they
25 are a party to while the CONSULTANT is providing goods or performing services under
26 this Agreement. A self-dealing transaction shall mean a transaction to which the
27 CONSULTANT is a party and in which one or more of its directors has a material
28 financial interest. Members of the Board of Directors shall disclose any self-dealing

1 transactions that they are a party to by completing and signing a Self-Dealing
2 Transaction Disclosure Form, attached hereto as Appendix G and incorporated herein by
3 reference, and submitting it to the COUNTY prior to commencing with the self-dealing
4 transaction or immediately thereafter.

5 15. ELECTRONIC SIGNATURE

6 The parties agree that this Agreement may be executed by electronic signature as
7 provided in this section.

8 A. An "electronic signature" means any symbol or process intended by an
9 individual signing this Agreement to represent their signature, including but not limited to:
10 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.

13 B. Each electronic signature affixed or attached to this Agreement: (1) is
14 deemed equivalent to a valid original handwritten signature of the person signing this
15 Agreement for all purposes, including but not limited to evidentiary proof in any
16 administrative or judicial proceeding; and (2) has the same force and effect as the valid
17 original handwritten signature of that person.

18 C. The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
20 Part 2, Title 2.5, beginning with section 1633.1).

21 D. Each party using a digital signature represents that it has undertaken and
22 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs
23 (1) through (5), and agrees that each other party may rely upon that representation.

24 E. This Agreement is not conditioned upon the parties conducting the
25 transactions under it by electronic means and either party may sign this Agreement with
26 an original handwritten signature.

27 16. SUBCONSULTANTS

28 A. The CONSULTANT may retain, as subconsultants, specialists in such

1 engineering disciplines (including, but not limited to, structural, mechanical,
2 transportation, environmental, water resources, electrical, surveying and geotechnical)
3 as the CONSULTANT requires to assist in completing the work. The subconsultants
4 listed in Appendix H, attached hereto and incorporated herein, shall be considered as
5 approved by the CONTRACT ADMINISTRATOR. Any other subconsultants proposed for
6 use by the CONSULTANT shall be approved in writing by the CONTRACT
7 ADMINISTRATOR before they are retained by the CONSULTANT, which approval shall
8 not be unreasonably withheld.

9 B. Should the CONSULTANT retain any subconsultants, the maximum amount
10 of compensation to be paid to the CONSULTANT under Article 5 shall not be increased.
11 Any additional compensation to be paid to the CONSULTANT for such subconsultants'
12 work shall be limited to administrative time as defined in the fee proposal. Additional fees
13 other than those defined in the fee proposal shall not be reimbursed.

14 C. CONSULTANT shall be as fully responsible to the COUNTY for the
15 negligent acts and omissions of its contractors and subcontractors or subconsultants,
16 and of persons either directly or indirectly employed by them, in the same manner as
17 persons directly employed by CONSULTANT.

18 D. Nothing contained in this Agreement shall create any contractual
19 relationship between the COUNTY and any of the CONSULTANT'S subconsultants, and
20 no subconsultant agreement shall relieve the CONSULTANT of any of its responsibilities
21 and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the
22 COUNTY for the acts and omissions of its subconsultants and of persons either directly
23 or indirectly employed by any of them as it is for the acts and omissions of persons
24 directly employed by the CONSULTANT. The CONSULTANT'S obligation to pay its
25 subconsultants is a separate and independent obligation that is entirely unrelated to the
26 COUNTY's obligation to make payments to the CONSULTANT.

27 E. The CONSULTANT shall perform the work contemplated with resources
28 available within its own organization; and no portion of the work pertinent to this contract

1 shall be subcontracted without prior written authorization by the CONTRACT
2 ADMINISTRATOR, excepting only those portions of the work and the responsible
3 subconsultants that are expressly identified in Appendix H.

4 F. Any subcontract in excess of \$25,000 entered into as a result of this
5 Agreement, shall contain all the provisions stipulated in this Agreement to be applicable
6 to subcontractors.

7 G. The CONSULTANT shall pay its subconsultants within fifteen (15) calendar
8 days from receipt of each progress payment made to the CONSULTANT by the
9 COUNTY.

10 H. Any substitution of subconsultant(s) must be approved in writing by the
11 CONTRACT ADMINISTRATOR in advance of assigning work to a substitute
12 Subconsultant.

13 I. Prompt Progress Payment

14 The CONSULTANT or subconsultant shall pay to any subconsultant, not later
15 than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to
16 in writing, the respective amounts allowed CONSULTANT on account of the work
17 performed by the subconsultants, to the extent of each subconsultant's interest therein.
18 In the event that there is a good faith dispute over all or any portion of the amount due on
19 a progress payment from the CONSULTANT or subconsultant to a subconsultant, the
20 CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed
21 amount. Any violation of this requirement shall constitute a cause for disciplinary action
22 and shall subject the licensee to a penalty, payable to the subconsultant, of two percent
23 (2%) of the amount due per month for every month that payment is not made.

24 In any action for the collection of funds wrongfully withheld, the prevailing party
25 shall be entitled to his or her attorney's fees and costs. The sanctions authorized under
26 this requirement shall be separate from, and in addition to, all other remedies, either civil,
27 administrative, or criminal. This clause applies to both DBE and non-DBE
28 subconsultants.

1 J. Prompt Payment of Withheld Funds to Subconsultants

2 The COUNTY may hold retainage from the CONSULTANT as provided in Article
3 5, Section D.

4 1. If the COUNTY has elected to hold retainage for a PROJECT under
5 Article 5, Section D, the COUNTY shall hold retainage from the CONSULTANT and shall
6 make prompt and regular incremental acceptances of portions, as determined by the
7 COUNTY of the contract work and pay retainage to the CONSULTANT based on these
8 acceptances. The CONSULTANT or subconsultant shall return all monies withheld in
9 retention from all subconsultants within 15 days after receiving payment for work
10 satisfactorily completed and accepted including incremental acceptances of portions of
11 the contract work by the COUNTY. Any delay or postponement of payment may take
12 place only for good cause and with the COUNTY's prior written approval, in order to
13 ensure prompt and full payment of any retainage kept by the CONSULTANT or
14 subconsultant to a subconsultant.

15 Any violation of these provisions shall subject the violating CONSULTANT
16 or subconsultant to the penalties, sanctions, and other remedies specified in Section
17 3321 of the California Civil Code. This requirement shall not be construed to limit or
18 impair any contractual, administrative or judicial remedies otherwise available to the
19 CONSULTANT or subconsultant in the event of a dispute involving late payment or
20 nonpayment by the CONSULTANT, or deficient subconsultant performance and/or
21 noncompliance by a subconsultant. This clause applies to both DBE and non-DBE
22 subconsultants.

23 2. If the COUNTY has elected not to hold retainage for a PROJECT under
24 Article 5, Section D, no retainage will be held by the COUNTY from progress payments
25 due to the CONSULTANT; and in such case, the CONSULTANT and its subconsultants
26 are prohibited from holding retainage from their subconsultants. Any delay or
27 postponement of payment may take place only for good cause and with the COUNTY'S
28 prior written approval. Any violation of these provisions shall subject the violating

CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, or deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

17. CONFLICT OF INTEREST

A. The CONSULTANT shall comply with the provisions of the Fresno County Department of Public Works and Planning Conflict of Interest Code, attached hereto as Appendix I and incorporated herein by this reference. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission including, but not limited to, portions of Form 700.

B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The 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.

C. The CONSULTANT certifies that it has disclosed to the COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. The CONSULTANT agrees to advise the COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. The CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

D. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

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

7 F. The CONSULTANT and affiliated subconsultants shall not submit bids, or sub-
8 bids, for the contract construction phase of the PROJECT(S) assigned to the
9 CONSULTANT. The CONSULTANT and its subconsultants, and all other service
10 providers, shall not provide any PROJECT-related services for, or receive any
11 PROJECT-related compensation from any construction contractor, subcontractor or
12 service provider awarded a construction contract (hereinafter referred to as "contractor")
13 for all or any portion of the PROJECT(S) for which the CONSULTANT provides services
14 hereunder. The CONSULTANT and its subconsultants, and all other service providers,
15 may provide services for, and receive compensation from a contractor who has been
16 awarded a construction contract for all or any portion of the PROJECT(S), provided that
17 any such services which are rendered, and any compensation which is received therefor,
18 relates to work outside the scope of the AGREEMENT and does not pose a conflict of
19 interest.

20 G. Except for subconsultants or subcontractors whose services are limited to
21 providing surveying or materials testing information, no subcontractor who has provided
22 design services in connection with this contract shall be eligible to bid on any
23 construction contract, or on any contract to provide construction inspection for any
24 construction project resulting from this contract; provided, however, that this shall not be
25 construed as disallowing subcontractors who have provided design services for the
26 PROJECT from performing, pursuant to this Agreement or other agreement with the
27 COUNTY, construction inspection services on behalf of the COUNTY for the PROJECT.

1 18. ERRORS OR OMISSIONS CLAIMS AND DISPUTES

2 A. Definitions:

3 1. A "Consultant" is a duly licensed Architect or Engineer, or other provider
4 of professional services, acting as a business entity (owner, partnership, corporation,
5 joint venture or other business association) in accordance with the terms of an
6 agreement with the COUNTY.

7 2. A "Claim" is a demand or assertion by one of the parties seeking, as a
8 matter of right, adjustment or interpretation of contract terms, payment of money,
9 extension of time, change orders, or other relief with respect to the terms of the contract.
10 The term "Claim" also includes other disputes and matters in question between the
11 COUNTY and the CONSULTANT arising out of or relating to the contract. Claims must
12 be made by written notice. The provisions of Government Code section 901, et seq.,
13 shall apply to every claim made to the COUNTY. The responsibility to substantiate
14 claims shall rest with the party making the claim. The term "Claim" also includes any
15 allegation of an error or omission by the CONSULTANT.

16 B. In the spirit of cooperation between the COUNTY and the CONSULTANT, the
17 following procedures are established in the event of any claim or dispute alleging a
18 negligent error, act, or omission, of the CONSULTANT.

19 1. Claims, disputes or other matters in question between the parties,
20 arising out of or relating to this Agreement, shall not be subject to arbitration, but shall be
21 subject to the following procedures.

22 2. The COUNTY and the CONSULTANT shall meet and confer and
23 attempt to reach agreement on any dispute, including what damages have occurred, the
24 measure of damages and what proportion of damages, if any, shall be paid by either
25 party. The parties agree to consult and consider the use of mediation or other form of
26 dispute resolution prior to resorting to litigation.

27 3. If the COUNTY and the CONSULTANT cannot reach agreement under
28 Article 18, Section B, Paragraph 2, the disputed issues may, upon concurrence by all

1 parties, be submitted to a panel of three (3) for a recommended resolution. The
2 CONSULTANT and the COUNTY shall each select one (1) member of the panel, and the
3 third member shall be selected by the other two panel members. The discovery rights
4 provided by California Code of Civil Procedure for civil proceedings shall be available
5 and enforceable to resolve the disputed issues. Either party requesting this dispute
6 resolution process shall, when invoking the rights to this panel, give to the other party a
7 notice describing the claims, disputes and other matters in question. Prior to twenty (20)
8 working days before the initial meeting of the panel, both parties shall submit all
9 documents such party intends to rely upon to resolve such dispute. If it is determined by
10 the panel that any party has relied on such documentation but has failed to previously
11 submit such documentation on a timely basis to the other party, the other party shall be
12 entitled to a 20-working-day continuance of such initial meeting of the panel. The
13 decision by the panel is not a condition precedent to arbitration, mediation or litigation.

14 4. Upon receipt of the panel's recommended resolution of the disputed
15 issue(s), the COUNTY and the CONSULTANT shall again meet and confer and attempt
16 to reach agreement. If the parties still are unable to reach agreement, each party shall
17 have recourse to all appropriate legal and equitable remedies.

18 C. The procedures to be followed in the resolution of claims and disputes may be
19 modified any time by mutual agreement of the parties hereto.

20 D. The CONSULTANT shall continue to perform its obligations under this
21 Agreement pending resolution of any dispute, and the COUNTY shall continue to make
22 payments of all undisputed amounts due under this Agreement.

23 E. When a claim by either party has been made alleging the CONSULTANT'S
24 negligent error, act, or omission, the COUNTY and the CONSULTANT shall meet and
25 confer within twenty-one (21) working days after the written notice of the claim has been
26 provided.

27 19. OWNERSHIP OF DATA

28 A. All documents, including preliminary documents, calculations, and survey data,

1 required in performing services under this Agreement shall be submitted to, and shall
2 remain at all times the property of the COUNTY regardless of whether they are in the
3 possession of the CONSULTANT or any other person, firm, corporation or agency.

4 B. The CONSULTANT understands and agrees the COUNTY shall retain full
5 ownership rights of the drawings and work product of the CONSULTANT for the
6 PROJECT, to the fullest extent permitted by law. In this regard, the CONSULTANT
7 acknowledges and agrees the CONSULTANT'S services are on behalf of the COUNTY
8 and are "works made for hire," as that term is defined in copyright law, by the COUNTY;
9 that the drawings and work product to be prepared by the CONSULTANT are for the sole
10 and exclusive use of the COUNTY, and that the COUNTY shall be the sole owner of all
11 patents, copyrights, trademarks, trade secrets and other rights and contractual interests
12 in connection therewith which are developed and compensated solely under this
13 Agreement; that all the rights, title and interest in and to the drawings and work product
14 will be transferred to the COUNTY by the CONSULTANT to the extent the
15 CONSULTANT has an interest in and authority to convey such rights; and the
16 CONSULTANT will assist the COUNTY to obtain and enforce patents, copyrights,
17 trademarks, trade secrets, and other rights and contractual interests relating to said
18 drawings and work product, free and clear of any claim by the CONSULTANT or anyone
19 claiming any right through the CONSULTANT. The CONSULTANT further acknowledges
20 and agrees the COUNTY's ownership rights in such drawings or work product, shall
21 apply regardless of whether such drawings or work product, or any copies thereof, are in
22 possession of the CONSULTANT, or any other person, firm, corporation, or entity. For
23 purposes of this Agreement the terms "drawings and work product" shall mean all reports
24 and study findings commissioned to develop the PROJECT design, drawings and
25 schematic or preliminary design documents, certified reproducibles of the original final
26 construction contract drawings, specifications, the approved estimate, record drawings,
27 as-built plans, and discoveries, developments, designs, improvement, inventions,
28 formulas, processes, techniques, or specific know-how and data generated or conceived

1 or reduced to practice or learning by the CONSULTANT, either alone or jointly with
2 others, that result from the tasks assigned to the CONSULTANT by the COUNTY under
3 this Agreement.

4 C. If this Agreement is terminated during or at the completion of any phase under
5 Article 3, electronic and reproducible copies of report(s) or preliminary documents shall
6 be submitted by the CONSULTANT to the COUNTY, which may use them to complete
7 the PROJECT(S) at a future time.

8 D. If the PROJECT is terminated at the completion of a construction document
9 phase of the PROJECT, electronic and certified reproducibles on 4 mil thick double
10 matte film of the original final construction contract drawings, specifications, and
11 approved engineer's estimate shall be submitted by the CONSULTANT to the COUNTY.

12 E. Documents, including drawings and specifications, prepared by the
13 CONSULTANT pursuant to this Agreement are intended to be suitable for reuse by the
14 COUNTY or others on extensions of the services provided for PROJECT. Any use of
15 completed documents for projects other than PROJECT(S) and/or any use of
16 uncompleted documents will be at the COUNTY'S sole risk and without liability or legal
17 exposure to the CONSULTANT.

18 The electronic files provided by the CONSULTANT to the COUNTY are submitted
19 for an acceptance period lasting until the expiration of this Agreement (i.e., throughout
20 the duration of the contract term, including any extensions). Any defects the COUNTY
21 discovers during such acceptance period will be reported to the CONSULTANT and will
22 be corrected as part of the CONSULTANT'S "Basic Scope of Work."

23 F. The CONSULTANT shall not be liable for claims, liabilities or losses arising out
24 of, or connected with (1) the modification or misuse by the COUNTY or anyone
25 authorized by the COUNTY, of such CAD data, or (2) decline of accuracy or readability
26 of CAD data due to inappropriate storage conditions or duration; or (3) any use by the
27 COUNTY, or anyone authorized by the COUNTY, of such CAD data or other PROJECT
28 documentation for additions to the PROJECT for the completion of the PROJECT by

1 others, or for other projects; except to the extent that said use may be expressly
2 authorized, in writing, by the CONSULTANT.

3 G. The COUNTY, in the discretion of its Board of Supervisors, may permit the
4 copyrighting of reports or other products. If copyrights are permitted, the CONSULTANT
5 hereby agrees and this Agreement shall be deemed to provide that the Federal Highway
6 Administration shall have the royalty-free nonexclusive and irrevocable right to
7 reproduce, publish, or otherwise use, and to authorize others to use, the work for
8 government purposes.

9 20. CONSULTANT'S LEGAL AUTHORITY

10 The CONTRACTOR represents and warrants to the COUNTY that:.

11 A. The CONTRACTOR is duly authorized and empowered to sign and
12 perform its obligations under this Agreement; and

13 B. The individual signing this Agreement on behalf of the CONTRACTOR is
14 duly authorized to do so and his or her signature on this Agreement legally binds the
15 CONTRACTOR to the terms of this Agreement.

16 21. BINDING UPON SUCCESSORS

17 This Agreement shall be binding upon and inure to the benefit of the parties and
18 their respective successors in interest, assigns, legal representatives, and heirs.

19 22. SEVERABILITY

20 If any part of this Agreement is determined by a court of competent jurisdiction to
21 be unlawful or otherwise unenforceable, then this Agreement shall be construed as not
22 containing such provision, and all other provisions which are otherwise lawful shall
23 remain in full force and effect, and to this end the provisions of this Agreement are
24 hereby declared to be severable.

25 23. STATE PREVAILING WAGE RATES

26 A. No CONSULTANT or Subconsultant may be awarded an Agreement
27 containing public work elements unless registered with the Department of Industrial
28

1 Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be
2 maintained throughout the entire term of this Agreement, including any subsequent
3 amendments.

4 B. The CONSULTANT shall comply with all of the applicable provisions of the
5 California Labor Code requiring the payment of prevailing wages. The General Prevailing
6 Wage Rate Determinations applicable to work under this Agreement are available from
7 the Department of Industrial Relations website <http://www.dir.ca.gov>. These wage rates
8 are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2
9 and will be applicable to work performed at a construction project site. Prevailing wages
10 will be applicable to all inspection work performed at COUNTY construction sites, at
11 COUNTY facilities and at off-site locations that are set up by the construction contractor
12 or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing
13 wage requirements do not apply to inspection work performed at the facilities of vendors
14 and commercial materials suppliers that provide goods and services to the general
15 public.

16 C. Payroll Records

17 1. Each CONSULTANT and Subconsultant shall keep accurate
18 certified payroll records and supporting documents as mandated by Labor Code §1776
19 and as defined in 8 CCR §16000 showing the name, address, social security number,
20 work classification, straight time and overtime hours worked each day and week, and the
21 actual per diem wages paid to each journeyman, apprentice, worker, or other employee
22 employed by the CONSULTANT or Subconsultant in connection with the public work.
23 Each payroll record shall contain or be verified by a written declaration that it is made
24 under penalty of perjury, stating both of the following:

25 a. The information contained in the payroll record is true and correct.

26 b. The employer has complied with the requirements of Labor Code §1771,
27 §1811, and §1815 for any work performed by his or her employees on the public works
28 project.

1 2. The payroll records enumerated under paragraph (1) above shall be
2 certified as correct by the CONSULTANT under penalty of perjury. The payroll records
3 and all supporting documents shall be made available for inspection and copying by
4 COUNTY representatives at all reasonable hours at the principal office of the
5 CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit
6 inspection of its records as follows:

7 a. A certified copy of an employee's payroll record shall be made
8 available for inspection or furnished to the employee or the employee's authorized
9 representative on request.

10 b. A certified copy of all payroll records enumerated in paragraph (1)
11 above, shall be made available for inspection or furnished upon request to a
12 representative of the COUNTY, the Division of Labor Standards Enforcement and the
13 Division of Apprenticeship Standards of the Department of Industrial Relations. Certified
14 payrolls submitted to the COUNTY, the Division of Labor Standards Enforcement and
15 the Division of Apprenticeship Standards shall not be altered or obliterated by the
16 CONSULTANT.

17 c. The public shall not be given access to certified payroll records by
18 the CONSULTANT. The CONSULTANT is required to forward any requests for certified
19 payrolls to the COUNTY Contract Administrator by both email and regular mail on the
20 business day following receipt of the request.

21 3. Each CONSULTANT shall submit a certified copy of the records
22 enumerated in paragraph (1) above, to the entity that requested the records within ten
23 (10) calendar days after receipt of a written request.

24 4. Any copy of records made available for inspection as copies and
25 furnished upon request to the public or any public agency by the COUNTY shall be
26 marked or obliterated in such a manner as to prevent disclosure of each individual's
27 name, address, and social security number. The name and address of the
28 CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

1 5. The CONSULTANT shall inform the COUNTY of the location of the
2 records enumerated under paragraph (1) above, including the street address, city and
3 county, and shall, within five (5) working days, provide a notice of a change of location
4 and address.

5 6. The CONSULTANT or Subconsultant shall have ten (10) calendar
6 days in which to comply subsequent to receipt of written notice requesting the records
7 enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant
8 fails to comply within the ten (10) day period, he or she shall, as a penalty to the
9 COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for
10 each worker, until strict compliance is effectuated. Such penalties shall be withheld by
11 the COUNTY from payments then due. The CONSULTANT is not subject to a penalty
12 assessment pursuant to this section due to the failure of a Subconsultant to comply with
13 this section.

14 D. When prevailing wage rates apply, the CONSULTANT is responsible for
15 verifying compliance with certified payroll requirements. Invoice payment will not be
16 made until the invoice is approved by the COUNTY Contract Administrator.

17 E. Penalty

18 1. The CONSULTANT and any of its Subconsultants shall comply with
19 Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and
20 any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred
21 dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than
22 the prevailing rates as determined by the Director of DIR for the work or craft in which
23 the worker is employed for any public work done under the Agreement by the
24 CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code
25 and in particular, Labor Code §§1770 to 1780, inclusive.

26 2. The amount of this forfeiture shall be determined by the Labor
27 Commissioner and shall be based on consideration of mistake, inadvertence, or neglect
28 of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing

1 wages, or the previous record of the CONSULTANT or Subconsultant in meeting their
2 respective prevailing wage obligations, or the willful failure by the CONSULTANT or
3 Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or
4 neglect in failing to pay the correct rates of prevailing wages is not excusable if the
5 CONSULTANT or Subconsultant had knowledge of the obligations under the Labor
6 Code. The CONSULTANT is responsible for paying the appropriate rate, including any
7 escalations that take place during the term of the Agreement.

8 3. In addition to the penalty and pursuant to Labor Code §1775, the
9 difference between the prevailing wage rates and the amount paid to each worker for
10 each calendar day or portion thereof for which each worker was paid less than the
11 prevailing wage rate shall be paid to each worker by the CONSULTANT or
12 Subconsultant.

13 4. If a worker employed by a Subconsultant on a public works project is
14 not paid the general prevailing per diem wages by the Subconsultant, the prime
15 CONSULTANT of the project is not liable for the penalties described above unless the
16 prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the
17 specified prevailing rate of wages to those workers or unless the prime CONSULTANT
18 fails to comply with all of the following requirements:

19 a. The Agreement executed between the CONSULTANT and the
20 Subconsultant for the performance of work on public works projects shall include a copy
21 of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

22 b. The CONSULTANT shall monitor the payment of the specified general
23 prevailing rate of per diem wages by the Subconsultant to the employees by periodic
24 review of the certified payroll records of the Subconsultant.

25 c. Upon becoming aware of the Subconsultant's failure to pay the
26 specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT
27 shall diligently take corrective action to halt or rectify the failure, including but not limited
28 to, retaining sufficient funds due the Subconsultant for work performed on the public

1 works project.

2 d. Prior to making final payment to the Subconsultant for work
3 performed on the public works project, the CONSULTANT shall obtain an affidavit signed
4 under penalty of perjury from the Subconsultant that the Subconsultant had paid the
5 specified general prevailing rate of per diem wages to the Subconsultant's employees on
6 the public works project and any amounts due pursuant to Labor Code §1813.

7 5. Pursuant to Labor Code §1775, the COUNTY shall notify the
8 CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a
9 complaint that a Subconsultant has failed to pay workers the general prevailing rate of
10 per diem wages.

11 6. If the COUNTY determines that employees of a Subconsultant were
12 not paid the general prevailing rate of per diem wages and if the COUNTY did not retain
13 sufficient money under the Agreement to pay those employees the balance of wages
14 owed under the general prevailing rate of per diem wages, the CONSULTANT shall
15 withhold an amount of moneys due the Subconsultant sufficient to pay those employees
16 the general prevailing rate of per diem wages if requested by the COUNTY.

17 F. Hours of Labor

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

1 G. Employment of Apprentices

2 1. Where either the prime Agreement or the subconsultant agreement
3 exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants
4 under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5,
5 1777.6 and 1777.7 in the employment of apprentices.

6 2. CONSULTANT and all subconsultants are required to comply with
7 all Labor Code requirements regarding the employment of apprentices, including
8 mandatory ratios of journey level to apprentice workers. Prior to commencement of work,
9 the CONSULTANT and subconsultants are advised to contact the DIR Division of
10 Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional
11 information regarding the employment of apprentices and for the specific journey-to-
12 apprentice ratios for the Agreement work. The CONSULTANT is responsible for all
13 subconsultants' compliance with these requirements. Penalties are specified in Labor
14 Code §1777.7.

15 24. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

16 A. This Agreement is subject to 49 Code of Federal Regulations (hereinafter
17 referred to as "49 CFR"), Part 26 Participation by Disadvantaged Business Enterprises in
18 Department of Transportation Financial Assistance Programs, Disadvantaged Business
19 Enterprise programs established by other federal agencies and/or the COUNTY'S
20 Disadvantaged Business Enterprise Program (all of which are hereinafter referred to as
21 "DBE PROGRAM(S)"),

22 B. The CONSULTANT is responsible for being fully informed regarding the
23 requirements of 49 CFR, Part 26 and the CALTRANS Disadvantaged Business
24 Enterprise program developed pursuant to the regulations, as detailed in Appendix J,
25 attached hereto and incorporated herein.

26 C. The CONSULTANT, subrecipient (the COUNTY), or subconsultant shall take
27 necessary and reasonable steps to ensure that DBEs have opportunities to participate in
28 the contract (49 CFR Part 26). To ensure equal participation of DBEs as provided in 49

1 CFR Section 26.5, the COUNTY specifies a contract goal for DBEs. The CONSULTANT
2 shall make work available to DBEs and allocate portions of the work consistent with
3 available DBE subconsultants and suppliers.

4 The CONSULTANT shall meet the DBE goal shown elsewhere in these special
5 provisions or demonstrate its having made adequate good faith efforts to meet this goal.
6 It is the CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at
7 date of proposal opening and document the record by printing out the California Unified
8 Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the
9 CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

10 All DBE participation will count toward the California Department of
11 Transportation's federally mandated statewide overall DBE goal. Credit for materials or
12 supplies CONSULTANT purchases from DBEs counts towards the goal in the following
13 manner:

- 14 • 100 percent counts if the materials or supplies are obtained from a DBE
15 manufacturer.
- 16 • 60 percent counts if the materials or supplies are purchased from a
17 DBE regular dealer.
- 18 • Only fees, commissions, and charges for assistance in the procurement
19 and delivery of materials or supplies count if obtained from a DBE that is neither a
20 manufacturer nor regular dealer. 49 CFR Section 26.55 defines "manufacturer" and
21 "regular dealer."

22 This Agreement is subject to 49 CFR Part 26 entitled "Participation by
23 Disadvantaged Business Enterprises in Department of Transportation Financial
24 Assistance Programs". Any CONSULTANT who enters into a federally funded
25 agreement will assist the COUNTY in a good faith effort to achieve California's statewide
26 overall DBE goal.

27 D. The goal for DBE participation for this AGREEMENT is 13.0%. Participation by
28 a DBE CONSULTANT or subconsultants shall be in accordance with information

1 contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and
2 incorporated as part of the AGREEMENT as Appendix K. If a DBE subconsultant is
3 unable to perform, the CONSULTANT must make a good faith effort to replace them with
4 another DBE subconsultant, if the goal is not otherwise met.

5 E. The CONSULTANT can meet the DBE participation goal by either documenting
6 commitments to DBEs to meet the Agreement goal, or by documenting adequate good
7 faith efforts to meet the Agreement goal. An adequate good faith effort means that the
8 CONSULTANT must show that it took all necessary and reasonable steps to achieve a
9 DBE goal that, by their scope, intensity, and appropriateness to the objective, could
10 reasonably be expected to meet the DBE goal. If the CONSULTANT has not met the
11 DBE goal, the CONSULTANT must then complete and submit Exhibit 15-H: DBE
12 Information – Good Faith Efforts to document its efforts to meet the goal. Refer to 49
13 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE
14 goal.

15 F. Contract Assurance

16 Under 49 CFR Section 26.13(b):

17 The CONSULTANT, subrecipient or subconsultant shall not discriminate on the
18 basis of race, color, national origin, or sex in the performance of this contract. The
19 CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award
20 and administration of federal-aid contracts.

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

- 24 (1) Withholding monthly progress payments;
- 25 (2) Assessing sanctions;
- 26 (3) Liquidated damages; and/or
- 27 (4) Disqualifying CONSULTANT from future proposing as non-responsible

1 G. Termination and Substitution of DBE Subconsultants

2 The CONSULTANT shall utilize the specific DBEs listed to perform the work and supply
3 the materials for which each is listed unless the CONSULTANT or DBE subconsultant
4 obtains the COUNTY's written consent. The CONSULTANT shall not terminate or
5 substitute a listed DBE for convenience and perform the work with their own forces or
6 obtain materials from other sources without authorization from the COUNTY. Unless the
7 COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment
8 for work or material unless it is performed or supplied by the listed DBE on the Exhibit
9 10-02 Consultant Contract DBE Commitment form, included in the Bid.

10 The COUNTY authorizes a request to use other forces or sources of materials if the
11 CONSULTANT shows any of the following justifications:

- 12 1. Listed DBE fails or refuses to execute a written contract based on plans
13 and specifications for the project.
- 14 2. The COUNTY stipulated that a bond is a condition of executing the
15 subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
- 16 3. Work requires a consultant's license and listed DBE does not have a
17 valid license under Contractors License Law.
- 18 4. Listed DBE fails or refuses to perform the work or furnish the listed
19 materials (failing or refusing to perform is not an allowable reason to remove a DBE if the
20 failure or refusal is a result of bad faith or discrimination).
- 21 5. Listed DBE's work is unsatisfactory and not in compliance with the
22 contract.
- 23 6. Listed DBE is ineligible to work on the project because of suspension or
24 debarment.
- 25 7. Listed DBE becomes bankrupt or insolvent.
- 26 8. Listed DBE voluntarily withdraws with written notice from the Contract
- 27 9. Listed DBE is ineligible to receive credit for the type of work required.
- 28 10. Listed DBE owner dies or becomes disabled resulting in the inability to

1 perform the work on the Contract.

2 11. The COUNTY determines other documented good cause.

3 The CONSULTANT shall notify the original DBE of the intent to use other forces
4 or material sources and provide the reasons and provide the DBE with 5 days to respond
5 to the notice and advise the CONSULTANT and the COUNTY of the reasons why the
6 use of other forces or sources of materials should not occur.

7 The CONSULTANT's request to use other forces or material sources must include:

8 1. One or more of the reasons listed in the preceding paragraph.

9 2. Notices from the CONSULTANT to the DBE regarding the request.

10 3. Notices from the DBEs to the CONSULTANT regarding the request.

11 If a listed DBE is terminated or substituted, the CONSULTANT must make good faith
12 efforts to find another DBE to substitute for the original DBE. The substitute DBE must
13 perform at least the same amount of work as the original DBE under the contract to the
14 extent needed to meet or exceed the DBE goal.

15 H. Commitment and Utilization

16 The COUNTY's DBE program must include a monitoring and enforcement mechanism to
17 ensure that DBE commitments reconcile to DBE utilization.

18 The COUNTY shall request the CONSULTANT to:

19 1. Notify the COUNTY's contract administrator or designated representative
20 of any changes to its anticipated DBE participation

21 2. Provide this notification before starting the affected work

22 3. Maintain records including:

- 23 • Name and business address of each 1st-tier subconsultant
- 24 • Name and business address of each DBE subconsultant, DBE vendor,
25 and DBE trucking company, regardless of tier
- 26 • Date of payment and total amount paid to each business (see Exhibit 9-
27 F Monthly Disadvantaged Business Enterprise Payment)

28 If the CONSULTANT is a DBE CONSULTANT, it shall include the date(s) of work

1 performed by its own forces and the corresponding value of all such work. If a DBE is
2 decertified before completing its work, the DBE must notify CONSULTANT in writing of
3 the decertification date. If a business becomes a certified DBE before completing its
4 work, the business must notify the CONSULTANT in writing of the certification date. The
5 CONSULTANT shall submit the notifications to the COUNTY. On work completion, the
6 CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE)
7 Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY
8 within 30 days of contract acceptance.

9 Upon work completion, the CONSULTANT shall complete Exhibit 17-F Final Report –
10 Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and
11 submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will
12 withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon
13 submission of the completed form. In the COUNTY's reports of DBE participation to
14 Caltrans, the COUNTY must display both commitments and attainments.

15 I. Eligibility

16 A DBE is only eligible to be counted toward the Agreement goal if it performs a
17 commercially useful function (CUF) on the Agreement. CUF must be evaluated on an
18 agreement-by-agreement basis. A DBE performs a Commercially Useful Function (CUF)
19 when it is responsible for execution of the work of the Agreement and is carrying out its
20 responsibilities by actually performing, managing, and supervising the work involved. To
21 perform a CUF, the DBE must also be responsible, with respect to materials and
22 supplies used on the Agreement, for negotiating price, determining quality and quantity,
23 ordering the material and installing (where applicable), and paying for the material itself.
24 To determine whether a DBE is performing a CUF, evaluate the amount of work
25 subcontracted, industry practices, whether the amount the firm is to be paid under the
26 Agreement is commensurate with the work it is actually performing, and other relevant
27 factors.

28 J. A DBE does not perform a CUF if its role is limited to that of an extra

1 participant in a transaction, Agreement, or project through which funds are passed in
2 order to obtain the appearance of DBE participation. In determining whether a DBE is
3 such an extra participant, examine similar transactions, particularly those in which DBEs
4 do not participate.

5 K. If a DBE does not perform or exercise responsibility for at least thirty percent
6 (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts
7 a greater portion of the work of the Agreement than would be expected on the basis of
8 normal industry practice for the type of work involved, it will be presumed that it is not
9 performing a CUF.

10 L. The CONSULTANT shall maintain records of materials purchased or supplied
11 from all subcontracts entered into with certified DBEs. The records shall show the name
12 and business address of each DBE or vendor and the total dollar amount actually paid
13 each DBE or vendor, regardless of tier. The records shall show the date of payment and
14 the total dollar figure paid to all firms. DBE CONSULTANTs shall also show the date of
15 work performed by their own forces along with the corresponding dollar value of the
16 work.

17 M. If a DBE subconsultant is decertified during the life of the Agreement, the
18 decertified subconsultant shall notify CONSULTANT in writing with the date of
19 decertification. If a subconsultant becomes a certified DBE during the life of the
20 Agreement, the subconsultant shall notify the CONSULTANT in writing with the date of
21 certification. Any changes should be reported to COUNTY's Contract Administrator
22 within thirty (30) calendar days.

23 N. After submitting an invoice for reimbursement that includes a payment to a
24 DBE, but no later than the 10th of the following month, the CONSULTANT shall
25 complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally
26 of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

27 O. Any subcontract entered into as a result of this Agreement shall contain all of
28 the provisions of this Article 24.

1 25. COST PRINCIPLES

2 A. The CONSULTANT agrees that the 48 CFR Part 31 Contract Cost Principles
3 and Procedures shall be used to determine the allowability of cost.

4 B. The CONSULTANT also agrees to comply with federal procedures in
5 accordance with Title 49 CFR, Part 18 Uniform Administrative Requirements, Cost
6 Principles, and Audit Requirements for Federal Awards.

7 C. Any costs for which payment has been made to the CONSULTANT that are
8 determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part
9 200 are subject to repayment by the CONSULTANT to the COUNTY.

10 D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an
11 Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform
12 Administrative Requirements, Cost Principles, and Audit Requirements for Federal
13 Awards shall apply.

14 26. AUDIT REVIEW PROCEDURES

15 A. Any dispute concerning a question of fact arising under an interim or post audit
16 of this Agreement that is not disposed of by agreement between the parties, shall be
17 reviewed by the COUNTY's Auditor/Controller/Treasurer/Tax-Collector.

18 B. Not later than 30 days after issuance of the final audit report, the
19 CONSULTANT may request a review by the COUNTY's
20 Auditor/Controller/Treasurer/Tax-Collector of unresolved audit issues. The request for
21 review will be submitted in writing.

22 C. Neither the pendency of a dispute nor its consideration by the COUNTY will
23 excuse the CONSULTANT from full and timely performance, in accordance with the
24 terms of this Agreement.

25 D. The CONSULTANT and subconsultants' contracts, including cost proposals
26 and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to,
27 a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant
28 (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost

1 proposal and ICR and related workpapers, if applicable, will be reviewed to verify
2 compliance with 48 CFR, Part 31 and other related laws and regulations. In the
3 instances of a CPA ICR Audit Workpaper Review it is the CONSULTANT's responsibility
4 to ensure federal, state, or local government officials are allowed full access to the CPA's
5 workpapers, including making such copies as the auditor deems necessary. This
6 Agreement, the CONSULTANT'S Cost Proposal (Appendix E), and ICR shall be
7 adjusted by the CONSULTANT and approved by the CONTRACT ADMINISTRATOR to
8 conform to the audit or review recommendations. The CONSULTANT agrees that
9 individual terms of costs identified in the audit report shall be incorporated into the
10 contract by this reference if directed by the COUNTY at its sole discretion. Refusal by the
11 CONSULTANT to incorporate audit or review recommendations, or to ensure that the
12 Federal, State, or local governments have access to CPA workpapers, will be considered
13 a breach of contract terms and cause for termination of this Agreement and disallowance
14 of prior reimbursed costs.

15 E. The CONSULTANT's Cost Proposal (Appendix E) may be subject to a CPA
16 ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and
17 Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve
18 the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT
19 and approved by the COUNTY'S CONTRACT ADMINISTRATOR to conform to the Work
20 Paper Review recommendations included in the management letter or audit
21 recommendations included in the audit report. Refusal by the CONSULTANT to
22 incorporate the Work Paper Review recommendations included in the management letter
23 or audit recommendations included in the audit report will be considered a breach of the
24 Agreement terms and cause for termination of the Agreement and disallowance of prior
25 reimbursed costs.

26 1. During IOAI's review of the ICR audit work papers created by the
27 CONSULTANT's independent CPA, IOAI will work with the CPA and/or the
28 CONSULTANT toward a resolution of issues that arise during the review. Each party

1 agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI
2 identifies significant issues during the review and is unable to issue a cognizant approval
3 letter, the COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR
4 (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally
5 Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in
6 accordance with procedures and guidelines of the American Association of State
7 Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable
8 procedures and guidelines} is received and approved by IOAI.

9 Accepted rates will be as follows:

10 a. If the proposed rate is less than one hundred fifty percent (150%) -
11 the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

12 b. If the proposed rate is between one hundred fifty percent (150%)
13 and two hundred percent (200%) - the accepted rate will be eighty-five percent
14 (85%) of the proposed rate.

15 c. If the proposed rate is greater than two hundred percent (200%) -
16 the accepted rate will be seventy-five percent (75%) of the proposed rate.

17 2. If IOAI is unable to issue a cognizant letter per Paragraph E.1. above, IOAI
18 may require the CONSULTANT to submit a revised independent CPA-audited ICR and
19 audit report within three (3) months of the effective date of the management letter. IOAI
20 will then have up to six (6) months to review the CONSULTANT's and/or the
21 independent CPA's revisions.

22 3. If the CONSULTANT fails to comply with the provisions of this Section E, or
23 if IOAI is still unable to issue a cognizant approval letter after the revised independent
24 CPA audited ICR is submitted, overhead cost reimbursement will be limited to the
25 accepted ICR that was established upon initial rejection of the ICR and set forth in
26 Paragraph E.1. above for all rendered services. In this event, this accepted ICR will
27 become the actual and final ICR for reimbursement purposes under this Agreement.

28 4. The CONSULTANT may submit to the COUNTY final invoice only when all

of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of the COUNTY; and (3) IOAI has issued its final ICR review letter. The **CONSULTANT must submit its final invoice to the COUNTY** no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between the COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

27. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the CONTRACT ADMINISTRATOR shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. Prior authorization by the CONTRACT ADMINISTRATOR shall be required for purchase of any item, service or consulting work in excess of \$5,000 that is not covered in the CONSULTANT'S Cost Proposal; and the CONSULTANT'S request must be accompanied by at least three competitive quotations, unless the absence of proposal is adequately justified, to the satisfaction of the CONTRACT ADMINISTRATOR in his/her discretion, by written explanation provided by the CONSULTANT with its submittal.

C. Any authorized purchase of equipment as a result of this Agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the 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 the COUNTY in an

1 amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair
2 market value shall be determined at the CONSULTANT'S expense, on the basis of a
3 competent independent appraisal of such equipment. Appraisals shall be obtained from
4 an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is
5 determined to sell the equipment, the terms and conditions of such sale must be
6 approved in advance by the COUNTY." Title 49 CFR, Part 200 requires a credit to
7 Federal funds when participating equipment with a fair market value greater than
8 \$5,000.00 is credited to the PROJECT.

9 28. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

17 29. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS
18 FOR LOBBYING

19 A. The CONSULTANT certifies (Appendix L) to the best of his or her knowledge
20 and belief that:

21 1. No state, federal or COUNTY appropriated funds have been paid, or will be
22 paid by or on behalf of the CONSULTANT to any person for influencing or attempting to
23 influence an officer or employee of any state or federal agency; a Member of the State
24 Legislature or United States Congress; an officer or employee of the Legislature or
25 Congress; or any employee of a Member of the Legislature or Congress, in connection
26 with any of the following:

- 27 a. the awarding of any state or federal contract;
28 b. the making of any state or federal grant;

1 c. the making of any state or federal loan;
2 d. the entering into of any cooperative agreement, or
3 e. the extension, continuation, renewal, amendment, or modification
4 of any state or federal contract, grant, loan, or cooperative agreement.

5 2. If any funds other than federally appropriated funds have been paid, or will
6 be paid to any person for influencing or attempting to influence an officer or employee of
7 any federal agency; a Member of Congress; an officer or employee of Congress, or an
8 employee of a Member of Congress; in connection with this federal contract, grant, loan,
9 or cooperative agreement, then the CONSULTANT shall complete and submit Standard
10 Form-LLL, "Disclosure Form to Report Lobbying" (Appendix L), in accordance with its
11 instructions.

12 B. The certification required by the provisions of this Article is a material
13 representation of fact upon which reliance was placed when this transaction was made
14 or entered into. Submission of this certification is a prerequisite for making or entering
15 into this transaction imposed by Title 31, U.S. Code Section 1352. Any person who fails
16 to file the required certification shall be subject to a civil penalty of not less than \$10,000
17 and not more than \$100,000 for each such failure.

18 C. The CONSULTANT also agrees by signing this document that he or she shall
19 require that the language of this certification be included in all lower-tier subcontracts,
20 which exceed \$100,000, and that all such sub-recipients shall certify and disclose
21 accordingly.

22 30. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

23 A. The CONSULTANT'S signature affixed herein, and dated, shall constitute a
24 certification under penalty of perjury under the laws of the State of California that the
25 CONSULTANT has, unless exempt, complied with, the nondiscrimination program
26 requirements of Government Code §12990 and 2 CCR § 8103.

27 B. During the performance of this Agreement, the CONSULTANT and its
28 subconsultants shall not deny this Agreement's benefits to any person on the basis of

1 race, religious creed, color, national origin, ancestry, physical disability, mental disability,
2 medical condition, genetic information, marital status, sex, gender, gender identity,
3 gender expression, age, sexual orientation, or military and veteran status, nor shall they
4 unlawfully discriminate, harass, or allow harassment against any employee or applicant
5 for employment because of race, religious creed, color, national origin, ancestry, physical
6 disability, mental disability, medical condition, genetic information, marital status, sex,
7 gender, gender identity, gender expression, age, sexual orientation, or military and
8 veteran status. The CONSULTANT and subconsultants shall ensure that the evaluation
9 and treatment of their employees and applicants for employment are free from such
10 discrimination and harassment.

11 C. The CONSULTANT and subconsultants shall comply with the provisions of the
12 Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable
13 regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of
14 Government Code §§11135 et seq., and the regulations or standards adopted by the
15 COUNTY to implement such provisions. The applicable regulations of the Fair
16 Employment and Housing Commission implementing Government Code Section 12990
17 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations,
18 are incorporated into this Agreement by reference and made a part hereof as if set forth
19 in full.

20 D. CONSULTANT shall permit access by representatives of the Department of
21 Fair Employment and Housing and the COUNTY upon reasonable notice at any time
22 during the normal business hours, but in no case less than twenty-four (24) hours' notice,
23 to such of its books, records, accounts, and all other sources of information and its
24 facilities as said Department or the COUNTY shall require in order to ascertain
25 compliance with the requirements of this Article 30.

26 E. The CONSULTANT and subconsultants shall give written notice of their
27 obligations under this Article 30 to labor organizations with which they have a collective
28 bargaining or other agreement.

1 F. The CONSULTANT and subconsultants shall include the nondiscrimination and
2 compliance provisions of this Article 30 in all subcontracts to perform work under this
3 Agreement.

4 G. The CONSULTANT, with regard to the work performed under this Agreement,
5 shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et
6 seq.). Title VI provides that the recipients of federal assistance will implement and
7 maintain a policy of nondiscrimination in which no person in the United States shall, on
8 the basis of race, color, national origin, religion, sex, age, disability, be excluded from
9 participation in, denied the benefits of or subject to discrimination under any program or
10 activity by the recipients of federal assistance or their assignees and successors in
11 interest.

12 H. The CONSULTANT shall comply with regulations relative to non-discrimination
13 in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21
14 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT
15 shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR
16 §21.5, including employment practices and the selection and retention of
17 Subconsultants.

18 I. The CONSULTANT, subrecipient or subconsultant will never exclude any
19 person from participation in, deny any person the benefits of, or otherwise discriminate
20 against anyone in connection with the award and performance of any contract covered
21 by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the
22 COUNTY components of the DBE Program Plan, the CONSULTANT, subrecipient or
23 subconsultant will not, directly, or through contractual or other arrangements, use criteria
24 or methods of administration that have the effect of defeating or substantially impairing
25 accomplishment of the objectives of the DBE Program Plan with respect to individuals of
26 a particular race, color, sex, or national origin.

27 31. DEBARMENT AND SUSPENSION CERTIFICATION

28 A. The CONSULTANT'S signature affixed herein, shall constitute a certification

1 under penalty of perjury under the laws of the State of California, that the CONSULTANT
2 has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and
3 Suspension Certificate, which certifies that the CONSULTANT or any person associated
4 therewith in the capacity of owner, partner, director, officer, or manager:

- 5 1. Is not currently under suspension, debarment, voluntary exclusion, or
6 determination of ineligibility by any federal agency;
- 7 2. Has not been suspended, debarred, voluntarily excluded, or determined
8 ineligible by any federal agency within the past three (3) years;
- 9 3. Does not have a proposed debarment pending; and
- 10 4. Has not been indicted, convicted, or had a civil judgment rendered against it by
11 a court of competent jurisdiction in any matter involving fraud or official
12 misconduct within the past three (3) years.

13 B. Any exceptions to this certification must be disclosed to the COUNTY on
14 Appendix M. Exceptions will not necessarily result in denial of recommendation for award
15 but will be considered in determining CONSULTANT responsibility. Disclosures must
16 indicate to whom exceptions apply, initiating agency, and dates of action.

17 C. Exceptions to the Federal Government Excluded Parties Listing System
18 maintained by the General Services Administration are to be determined by the Federal
19 Highway Administration.

20 32. FUNDING REQUIREMENTS

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

25 B. This Agreement is subject to any additional restrictions, limitations, conditions,
26 or any legislation enacted by the Congress, State Legislature or the COUNTY'S Board of
27 Supervisors that may affect the provisions, terms, or funding of this Agreement in any
28 manner.

1 C. It is mutually agreed that if sufficient funds are not appropriated, this
2 Agreement may be amended to reflect any reduction in funds.

3 D. The COUNTY has the option to void this Agreement under the 30-day
4 cancellation clause, or to amend this Agreement by mutually acceptable modification of
5 its provisions to reflect any reduction of funds.

6 33. CONTINGENT FEES

7 The CONSULTANT warrants, by execution of this Agreement that no person or
8 selling agency has been employed, or retained, to solicit or secure this Agreement upon
9 an agreement or understanding, for a commission, percentage, brokerage, or contingent
10 fee, excepting bona fide employees, or bona fide established commercial or selling
11 agencies maintained by the CONSULTANT for the purpose of securing business. For
12 breach or violation of this warranty, the COUNTY has the right to: annul this Agreement
13 without liability, and to pay only for the value of the work actually performed; or in its
14 discretion to deduct from the Agreement price or consideration, or otherwise recover, the
15 full amount of such commission, percentage, brokerage, or contingent fee.

16 34. INSPECTION OF WORK

17 The CONSULTANT and any subcontractor shall permit the COUNTY, the state,
18 and the FHWA to review and inspect the PROJECT activities and files at all reasonable
19 times during the performance period of this Agreement including review and inspection
20 on a daily basis.

21 35. SAFETY

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

27 B. Pursuant to the authority contained in Vehicle Code §591, the COUNTY has
28 determined that such areas are within the limits of the project and are open to public

1 traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions
2 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably
3 necessary precautions for safe operation of its vehicles and the protection of the
4 traveling public from injury and damage from such vehicles.

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

9 36. CLAIMS FILED BY THE COUNTY'S CONSTRUCTION CONTRACTOR

10 A. If claims are filed by the COUNTY's construction contractor relating to work
11 performed by the CONSULTANT'S personnel, and additional information or assistance
12 from the CONSULTANT'S personnel is required in order to evaluate or defend against
13 such claims, then the CONSULTANT hereby agrees in such event to make its personnel
14 available for consultation with the COUNTY's construction contract administration and
15 legal staff and for testimony, if necessary, at depositions and at trial or arbitration
16 proceedings.

17 B. The CONSULTANT's personnel that the COUNTY considers essential to
18 assist in defending against construction contractor claims will be made available on
19 reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the
20 same rates, including travel costs that are being paid for the CONSULTANT's personnel
21 services under this Agreement.

22 C. Services of the CONSULTANT's personnel in connection with the COUNTY's
23 construction contractor claims will be performed pursuant to a written contract
24 amendment, if necessary, extending the termination date of this Agreement in order to
25 resolve the construction claims.

26 37. CONFIDENTIALITY OF DATA

27 A. All financial, statistical, personal, technical, or other data and information
28 relative to the COUNTY'S operations, which are designated confidential by the COUNTY

1 and made available to the CONSULTANT in order to carry out this Agreement, shall be
2 protected by the CONSULTANT from unauthorized use and disclosure.

3 B. Permission to disclose information on one occasion, or public hearing held by
4 the COUNTY relating to the contract, shall not authorize the CONSULTANT to further
5 disclose such information, or disseminate the same on any other occasion.

6 C. The CONSULTANT shall not comment publicly to the press or any other
7 media regarding this Agreement or the COUNTY's actions on the same, except to the
8 COUNTY's staff, the CONSULTANT'S own personnel involved in the performance of this
9 Agreement, at public hearings or in response to questions from a Legislative committee.

10 D. The CONSULTANT shall not issue any news release or public relations item
11 of any nature, whatsoever, regarding work performed or to be performed under this
12 Agreement without prior review of the contents thereof by the COUNTY, and receipt of
13 the COUNTY'S written permission.

14 E. All information related to the construction estimate is confidential and shall not
15 be disclosed by the CONSULTANT to any entity other than the COUNTY, Caltrans,
16 and/or FHWA. All of the materials prepared or assembled by the CONSULTANT
17 pursuant to performance of this Contract are confidential and the CONSULTANT agrees
18 that they shall not be made available to any individual or organization without the prior
19 written approval of the COUNTY or except by court order. If the CONSULTANT or any of
20 its officers, employees, or subcontractors does voluntarily provide information in violation
21 of this Contract, the COUNTY has the right to reimbursement and indemnity from the
22 CONSULTANT for any damages caused by the CONSULTANT'S releasing the
23 information, including, but not limited to, the COUNTY's attorney's fees and
24 disbursements, including without limitation experts' fees and disbursements.

25 38. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

26 In accordance with Public Contract Code Section 10296, the CONSULTANT
27 hereby states under penalty of perjury that no more than one final unappealable finding
28 of contempt of court by a federal court has been issued against the CONSULTANT

1 within the immediately preceding two-year period, because of the CONSULTANT'S
2 failure to comply with an order of a federal court that orders the CONSULTANT to
3 comply with an order of the National Labor Relations Board.

4 39. EVALUATION OF THE CONSULTANT

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

8 40. ENTIRE AGREEMENT

9 This Agreement constitutes the entire agreement between the CONSULTANT and
10 COUNTY with respect to the subject matter hereof and supersedes all previous
11 negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly included in this Agreement.
13 In the event of any inconsistency in interpreting the documents which constitute this
14 Agreement, the inconsistency shall be resolved by giving precedence in the following
15 order of priority: (1) the text of this Agreement (2) the COUNTY'S Request for
16 Qualification "On-Call A&E and Related Services"; and (3) the CONSULTANT's
17 Statement of Qualification made in response to COUNTY'S Request for Qualification. In
18 consideration of promises, covenants and conditions contained in this Agreement, the
19 CONSULTANT and the COUNTY, and each of them, do hereby agree to diligently
20 perform in accordance with the terms and conditions of this Agreement, as evidenced by
21 the signatures below.

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41. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CONTRACTOR

COUNTY OF FRESNO

(Authorized Signature)

Steven White, Director
Department of Public Works and
Planning

Print Name & Title

Mailing Address

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

By: _____

ACCOUNTING

APPROVED AS TO
FORM
Oscar J. Garcia, CPA,
Auditor-Controller/Treasurer-
Tax Collector

By: _____

FOR ACCOUNTING USE ONLY:

Fund: 0001 / 0010 / 0400 / 0700 / 0701 / 0710 / 0720 / 0801

Subclass: 10000 / 11000 / 15000 / 15001 / 16900

Org: 4360 / 4365 / 4511 / 4512 / 4513 / 4514 / 7205 / 7910 / 8852 / 8853 / 8861 / 8863 /
8865 / 8867 / 9015 / 9020 / 9026 / 9028 / 9140

Account: 7295

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the matter of) No.
Amendment of Standard Conflict of)
Interest Code for All County)
Departments)

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest codes of each County department.

Conflict of interest forms shall be filed as follows:

1. As required by Government Code section 87500, subdivision (e), the County Administrative Officer, District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall file one original of their statements with the County Clerk, who shall make and retain a copy and forward the original to the Fair Political Practices Commission, which shall be the filing officer.

2. As required by Government Code section 87500, subdivision (j), all other department heads shall file one original of their statements with their departments. The filing officer of each department shall make and retain a copy and forward the original to the Clerk to the Board of Supervisors, who shall be the filing officer.


3. All other designated employees shall file one original of their statements with their departments.

Adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of October, 2007, by the following vote, to wit:

Ayes: Supervisors Larson, Perea, Anderson, Case and Waterston

Noes: None

Absent: None


Chairman, Board of Supervisors

Attest:


Clerk

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Director of Public Works & Planning	1
Assistant Real Property Agent	1
Associate Real Property Agent	1
Building Inspector I / II	1
Building Plans Engineer	1
Business Systems Analyst I / II / III	2
Chief Building Inspector	1
Chief of Field Surveys	1
Consultant	*
Deputy Director of Public Works	1
Development Services & Capital Projects Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Financial Analyst I / II / III	1
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works and Planning Information Technology Manager	2
Public Works Division Engineer	1
Resources Division Manager	1
Right-of-Way Agent II / III	1
Road Maintenance & Operations Division Manager	1
Road Maintenance Supervisor	1
Road Superintendent	1
Senior Accountant	2
Senior Engineer	1
Senior Engineering Technician	2
Senior Information Technology Analyst	2
Senior Planner	1

<u>Classification</u>	<u>Category</u>
Senior Business Systems Analyst	2
Senior Staff Analyst	1
Staff Analyst I / II / III	1
Supervising Accountant	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	1
Systems and Procedures Manager	2
Traffic Maintenance Supervisor	2
Water & Natural Resources Manager	1

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT “B”

PUBLIC WORKS AND PLANNING

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: _____ Date: _____