

CONSULTANT REQUEST FOR PROPOSALS
FOR PREPARATION OF
Monitoring Plan for the
Butte Regional Conservation Plan (BRCP)

May 13, 2016

Proposals due by Wednesday, June 22, 2016

Time: 3:00 pm



Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928

(530) 809-4616

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Proposal Required Attachments: (Must be Completed and Returned with Application)

Proposal

Cost Proposal

Form Checklist

Form 1 - Lobbying Certification

Form 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

Form 3 - Equal Employment Opportunity Certification

Form 4 - List of Proposed Subcontractors

Form 5 - Public Contract Code Section 10162 Questionnaire

Form 6 - BCAG – Non-Collusion Affidavit

Form 7 - Public Contract Code Section 10285.1 Statement

Form 8 - Proposer Certification Clauses and Proposal Signature Page

Form 9 - Local Agency Proposer/Bidder DBE – (Consultant Contracts) Information

Reference Information: (Not Required for Proposal Submittal)

Proposal Criterion

Figure 1 Butte County Location Map

Exhibit 10-I Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

Exhibit 10-J Standard Agreement for Subconsultant/DBE Participation

Exhibit 10-01 Consultant Proposal DBE Commitment

Attachment I – Standard Insurance Requirements (Professional Services)

Attachment IA – Request to Change Contract Insurance Requirements

Draft Consultant Contract

I. Purpose

The Butte County Association of Governments (BCAG) is seeking proposals from qualified consultants for services to develop a detailed Monitoring Plan for the Butte Regional Conservation Plan (BRCP) as described in **Section IV Consultant Scope of Services**.

II. Background

BCAG is the state and federally designated transportation planning agency for Butte County and is responsible for the preparation of all state and federal transportation plans and programs that are required in order to secure transportation funding for the cities and county.

BCAG is formed by a Joint Powers Agreement (JPA) between the Cities of Biggs, Chico, Gridley, Oroville, Paradise, and Butte County. BCAG is governed by a ten-member Board of Directors that include each of the five Butte County Supervisors, and one representative from each of the four incorporated cities and the Town of Paradise.

In addition, BCAG's JPA gives responsibility to BCAG for the administration and operation of the region's consolidated public transit service. The BCAG Board of Directors is the policy making authority for transit decisions. The consolidation of the region's transit systems was the result of a multi-year planning effort by the cities, town, county and BCAG staff. Butte Regional Transit or B-Line provides fixed route and paratransit services to the cities, town and the county. B-Line service began in July 2005. More information on BCAG can be found at www.bcag.org.

BCAG has been facilitating the development of the Butte Regional Conservation Plan since 2007 on behalf of the Permittees which include the Cities of Biggs, Chico, Gridley and Oroville, the County of Butte, Caltrans District 3, Western Canal Water District, Richvale Irrigation District, Biggs West Gridley Water District, and Butte Water District.

The formal public draft BRCP and EIS/EIR can be viewed on the BRCP website at www.buttehcp.com. Chapter 7 of the BRCP identifies a framework monitoring process that will be used by BCAG to manage and monitor the 90,000 acre preserve system that the BRCP will establish in perpetuity. Chapter 7 also directs that a detailed Monitoring Plan be developed within 18 months of adoption and permitting of the BRCP.

BCAG staff has applied for and received a state Natural Communities Conservation (NCCP) Planning Local Assistance Grant (LAG) to develop a detailed Monitoring Plan for the BRCP. Because the grant program was a perfect fit for developing monitoring plans, BCAG staff applied for and received the funds ahead of BRCP adoption and approval, and has received the support of the state

and federal wildlife agencies to move forward with developing the detailed Monitoring Plan before the BRCP becomes finalized.

III. Related PROJECT information

BCAG's NCCP LAG grant award was \$75,000 in total funds (including matching funds). Prospective consultants can view this Request for Proposals (RFP) at the BCAG website address www.bcag.org and www.buttehcp.com.

Proposals will be reviewed by BCAG, and possibly U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, National Marines Fisheries Service, and the U.S. Army Corp of Engineers staff (collectively the Project Development Team (PDT)).

IV. Consultant Scope of Services

The selected consultant or consulting team, from now on referred to as "the consultant," will be expected to perform all technical and other analyses necessary to complete the scope of work. The consultant shall provide a detailed work plan and demonstrate understanding of all elements necessary to complete the work scope.

1. Project Management

The consultant will be responsible for project management and shall report to BCAG at regularly scheduled phone conference meetings to discuss progress made on developing the Monitoring Plan.

2. Project initiation meeting and the refinement of detailed work plan

Following award of contract to successful proposer, a project initiation meeting will be scheduled with the PDT and the contractor to:

- Confirm or refine the project scope of work,
- Confirm or refine project schedule,
- Develop protocols for communication between the team members, including the following:
 - Communication between BCAG and consultant;
 - Meetings and conference calls during development and review of the Monitoring Plan.
 - Identification of any additional governmental agencies or other parties whose input will be vital to the successful completion of the Monitoring Plan.

Following the initiation meeting, BCAG will work with the contractor to prepare a final scope of work and schedule, and BCAG will execute the final contract documents.

3. Develop Monitoring Plan

The detailed Monitoring Plan that will be developed for the BRCP is expected to be similar in scope to those developed by other California HCPs including Santa Clara Valley HCP/NCCP and East Contra Costa HCP/NCCP. It will describe a monitoring approach for all covered species and natural communities addressed in the BRCP, as well as other resources identified for monitoring in the BRCP (e.g., watershed condition).

The Monitoring Plan will be developed based on the BRCP biological goals and objectives, as well as requirements of BRCP Chapter 7 Monitoring and Adaptive Management, including survey protocols for compliance monitoring and landscape-, natural community-, and species-level monitoring actions described in BRCP Tables 7-1 through 7-4, as applicable.

At a minimum, the Monitoring Plan will include the following information:

- Description of baseline inventory from which success criteria will be measured;
- Statement of the objective of each monitoring action and associated success criteria;
- Description of monitoring protocols;
- Initial analytical and statistical methods for assessing monitoring results;
- Proposed adaptive management measures (if anticipated to be necessary at the outset of management);
- Procedures and standards for monitoring data collection, storage and sharing, including processes for data sharing with wildlife agencies for plan compliance;
- Monitoring schedule and duration;
- Description and schedule for monitoring reports;
- References, including printed references and personal communications; and
- Provisions for documenting subsequent revisions to the Monitoring Plan.

An initial draft Monitoring Plan will be completed by the consultant team within three months of project initiation. This draft will be reviewed by the Project Development Team (PDT) (to include representatives from CDFW, USFWS, NMFS and USACE), City/Town/County Planning Directors Group and Stakeholder Committee, and comments will be addressed by the consultant team.

A second draft Monitoring Plan will then be developed by the consultant team that addresses comments received in the prior review. This draft will again be reviewed by the project partners, and comments will be addressed by the consultant team.

A “screen-check” final Monitoring Plan will then be developed by the consultant team for final review by the partners. This version will be a polished “near-final” version of the Monitoring Plan, and the project partners will be reviewing for any small changes that need to be made before the final plan is submitted.

The final Monitoring Plan will then be submitted by the consultant team to BCAG for final approval.

4. Participate in Project Coordination Meetings

The consultant will be expected to attend a project initiation meeting in Chico to kick-off the project, establish communication protocols, and review and confirm the scope of work and project schedule.

The consultant is expected to attend two Stakeholder Committee meetings (comprised of interest groups within the Plan Area - environmental, agriculture, development community, hunting clubs, etc.) and two Planning Directors Group meetings (comprised of planning directors and/or staff from the Cities of Biggs, Chico, Gridley and Oroville and the County of Butte) to review the draft Monitoring Plan documents with these groups and provide information as necessary.

Additional meetings may be required to address specific concerns or topics. The consultant, in response to this RFP, shall provide a detailed list of meetings and conference call assumptions.

V. Schedule

The preliminary schedule for development of the detailed Monitoring Plan is as follows:

- PDT selects a contractor for the development of Monitoring Plan: **July/August 2016**
- Project initiation meeting with PDT to refine EIS/EIR scope of work (SOW), schedule, and establish communication protocols: **September 2016**
- BCAG prepares final contract documents including final SOW; BCAG and contractor sign contract. **September 2016**
- Completion of Initial Draft Monitoring Plan: **December 2016;**
- Completion of Second Draft Monitoring Plan: **March 2017;**
- Completion of Screen-Check Final Monitoring Plan: **April 2017;**

- Completion of Final Monitoring Plan: **May 2017**.

VI. Proposal Contents:

Consultants interested in providing the scope of services must submit a proposal by the deadline date and time defined in this RFP. Proposals should be concise and to the point. The proposal is limited to 40 pages (8.5"x11") with no smaller than 10-point font. Resumes (limited to 1 page each) may be included and are not part of the page count. The cost estimate is not part of the page count.

As a minimum, the following information should be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

- 1. Cover Letter:** A letter describing the firm's interest in providing the scope of services for the project. Cover letter should describe the Consultants key strengths and identify the project manager.
- 2. PROJECT Understanding, Approach and Methodology:** Describe the firm's understanding of the project, and the approach the firm would take in providing the required services in an efficient and expeditious manner, including coordination with all parties. Present the firm's proposed detailed schedule of activities and identify required deliverables for development of the project.
- 3. Location and Project Contact:** The name, address and phone number of the contact who will be responsible for managing the delivery of the Monitoring Plan.
- 4. Consultant Team:** Include a table of organization for the accomplishment of the project showing the proposed principal-in-charge, project manager, and key staff. Provide a narrative description of the qualifications and experience of each key person, along with their proposed responsibilities for the development of the project. A resume may be included for each of the persons shown on the table of organization. Indicate the workload of the project manager and necessary staff, and their capacity to complete the scope of services according to the proposed schedule. List the names, addresses, and telephone numbers of anticipated sub consultants, if any.
- 5. Conflicting Projects, Commitments and Schedule:** The proposal must include a discussion of any other projects currently being undertaken or projected to be undertaken by the firm/team that might result in delays to completing the project in a timely manner. The proposal shall contain a statement to the effect that the proposer is not currently or projected to be committed to another project that would constitute a conflicting interest in conforming to this RFP.

6. **Related Experience and References:** Include relevant descriptions of example projects completed within the past ten (10) years of Monitoring Plans similar complexity to that proposed in this request. Provide names, addresses and telephone numbers of references. Interested vendors must have a demonstrated record of accomplishing similar type projects.
7. **Disadvantaged Business Enterprise (DBE):** It is the policy of BCAG that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement. **BCAG's established overall DBE Goal for FFY's 2015/17 is 12%.** BCAG will implement race-neutral measures to meet its Overall DBE Goal objective in accordance with 49 CFR Part 26.51.

http://www.dot.ca.gov/hq/bep/find_certified.htm

8. **Hours, Rates and Cost:** Provide a not-to-exceed cost broken down by task (as listed in the "scope of services" above) and by staff on the project team. Include staff hours and rates. All staff should be named in the cost estimate, including sub consultants, along with their billing category. Include a rate sheet with billing categories and staff names. Pages for the cost estimate are not included in page count.
9. **Resumes.** Resumes for the project team may be included. A resume for the project manager must be included. Resumes are limited to 1 page each. Not included in page count.

VII. Proposal Submittal

The proposal shall not exceed forty (40) single-sided printed pages, excluding the required forms, cover sheet, table of contents, index sheets and resumes. Double-sided pages will be allowed and counted as two (2) pages. Resumes included with the proposal shall not exceed one single-sided printed page per person listed in the table of organization. Please submit one (1) original and four (4) copies (total 5), **along with an electronic version of your proposal** (Adobe PDF format preferred, can be emailed (cdevine@bcag.org) or provided on CD or flash drive) of your written proposal addressed to:

**BRCP Monitoring Plan Proposal
Butte County Association of Governments
Attn: Chris Devine, Planning Manager
326 Huss Drive, Suite 150
Chico, CA 95928**

Submittals must be received by **3:00 PM on Wednesday, June 22, 2016**. This is a firm deadline, and no proposals will be accepted after this time.

All proposals become the property of BCAG. The cost of preparing, submitting and presenting a proposal and participating in an interview are at the sole expense of the proposer. BCAG has the right to reject any or all of the proposals received as a result of this request. Solicitation of proposals in no way obligates BCAG to contract with any firm or individual. The decision to approve and award a contract is at the discretion of BCAG.

VIII. Modification or Withdrawal of Proposal

Any proposal received prior to the date and time specified above for receipt or proposals may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

IX. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

X. Rejection of Proposals

Failure to meet the requirements of items IV, V, VII, VIII, or IX of this RFP, shall be cause for rejection of the proposal. BCAG may reject any proposal if it is conditional, incomplete, contains irregularities or reflects inordinately high cost rates. BCAG may waive immaterial deviations in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the proposer is awarded the contract.

XI. Proposal Evaluation

A consultant selection committee shall accomplish evaluation of the proposals. This committee will be composed of staff from BCAG, and possibly California Department of Fish and Wildlife, U.S. Fish and Wildlife, National Marine Fisheries Service, and U.S. Army Corp of Engineers.

Following proposal evaluations, a “short list” of qualified consultants may be developed by the committee with up to three consultants being invited to interview with the consultant selection committee to explain their relevant experience, approach and methodology. The “short list” will be based on proposal evaluations and other actions and submissions pursuant to this RFP, information provided by former clients for whom similar work has been performed, and consideration of any exceptions taken to the proposed contract terms and conditions. Following the interview process, the consultant selection committee will rank the interviewed firms. ***The consultant selection committee may choose to forgo the interview process and begin negotiations with a top ranked consultant.***

In the event an agreement cannot be successfully negotiated with the top ranked consultant, the second ranked consultant will be invited to enter into negotiations. This process will be continued, if required, until a satisfactory agreement can be negotiated.

XII. Contract Award

Upon recommendation from the consultant selection committee, the Executive Director of BCAG will award the contract to the chosen consultant. The contract is not in force until it is awarded by the Executive Director.

XIII. Contact Person

All questions concerning this Request for Proposal (RFP) should be directed to Chris Devine, Planning Manager of the Butte County Association of Governments at (530) 809-4616.

ATTACHMENT CHECK LIST

A complete Proposal package will consist of the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to BCAG. All attachments identified below are applicable to this RFP and must be returned, as instructed, for your Proposal to be responsive. **Return this checklist with your Proposal package.**

Proposal and Attachments

Note: This Checklist with the following must be included with the Proposal Package:

- Proposal as stated in this RFP
- Cost Proposal as stated in this RFP
- Attachment Checklist
- Form 1 – Lobbying Certification (Fill in, Sign and Date)
- Form 2 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Date, Signature Company and Title)
- Form 3 – Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
- Form 4 – List of Proposed Subconsultants (Fill out or DNA)
- Form 5 – Public Contract Code Section 10162 Questionnaire (Yes or No)
- Form 6 – BCAG – Non-Collusion Affidavit (Signature at Bottom)
- Form 7 – Public Contract Code Section 10285.1 Statement (Signature at Bottom)
- Form 8 – Proposer Certification Clauses and Proposal Signature Page (Must be filled out, dated and signed)
- Form 9 – Local Agency Proposer/Bidder DBE – (Consultant Contracts) Information. (Must be filled out as indicated)

Forms not required with submittal (Information Only):

Proposal Criterion

Figure 1- Butte County Location Map

Exhibit 10-I Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

Exhibit 10-J Standard Agreement for Subconsultant/DBE Participation

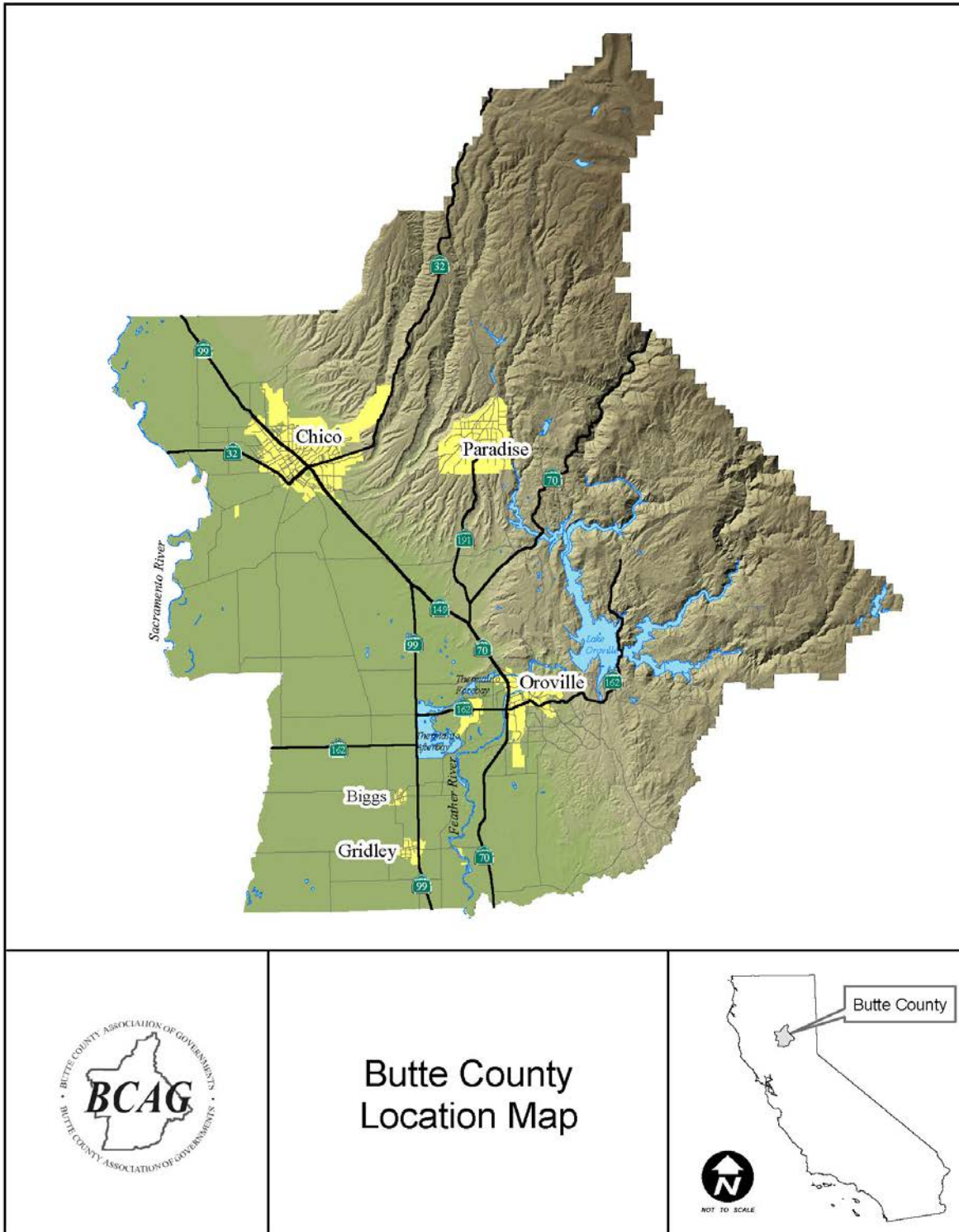
Exhibit 10-01 Consultant Proposal DBE Commitment

Attachment I – Standard Insurance Requirements for Professional Services Contract

Attachment IA – Request to Change Contract Insurance Requirements

Draft Consultant Contract

Figure 1. Butte County Location Map



Form 1

LOBBYING CERTIFICATION

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONSULTANTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONSULTANT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONSULTANT'S Authorized Official

Name and Title of CONSULTANT'S Authorized Official

Date _____

Form 2
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCAG may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BCAG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCAG for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCAG.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who

is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCAG may pursue available remedies including suspension and/or debarment.

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____

Form 3

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The proposer _____, proposed subconsultant _____, hereby certifies that he has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by proposers and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposers and proposed subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer Signature: _____

Form 5

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
(Must Check Yes or No)**

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?

Yes _____

No _____

If the answer is **Yes**, explain the circumstances in the following space.

Form 6

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
NON-COLLUSION AFFIDAVIT

(Title 23, United States Code Section 112 and Public Contract Code 7106)

In conformance with **Title 23, United States Code, Section 112 and Public Contract Code 7106**, the proposer declares that the proposal is not made in the interest of or on behalf of, an undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded or conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with **Public Contract code Section 10232**, the proposer, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the proposer within the immediately preceding two-year period because of the proposer's failure to comply with an order of a federal court which orders the Consultant to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification (Form 1), the above statement, the Questionnaire (Form 3) and this, this statement and Non-Collusion Affidavit are part of the proposal.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer Signature:

Form 7

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has___ , has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the proposing upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. Sign below to acknowledge understanding.

Proposer Signature: _____

Form 8

Proposer Certification Clauses and Proposal Signature

PROPOSER CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Consultant has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Consultant may be ineligible for award of any future BCAG agreements if BCAG determines that any of the following has occurred: (1) the Consultant has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Consultant certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a Federal court, which orders Consultant to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Consultant hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Consultant hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

DOING BUSINESS WITH BCAG

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Consultant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
2. AMERICANS WITH DISABILITIES ACT: Consultant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: An amendment is required to change the Consultant 's name as listed on this Agreement. Upon receipt of legal documentation of the name change BCAG will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Consultant is currently qualified to do business in California in order to ensure that all obligations due to BCAG are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Consultant performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Consultant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California administrative Code). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer to the clauses listed above. This certification is made under the laws of the State of California. **The undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.**

<i>Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

NOTE - If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with BCAG prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.

Form 9

**Local Agency Proposer/Bidder-DBE (Consultant Contracts)-
Information**

This information shall be provided by the successful Proposer/Bidder with the award document.

- Preliminary Engr.
 Studies
 Environmental Document
 Prelim Design
 Professional Services
 Final Design Right of Way
 Right of Way Engineering
 Right of Way Utility Relocation
 Construction
 Construction Engineering
 Construction Management

AGENCY: **Butte County Association of Governments** LOCATION: **Butte County, CA**
 PROJECT DESCRIPTION: **Program Environmental Impact Report for the Butte County 2016 MTP/SCS**
 BCAG Work Element Number: **WE 15-107**
 FEDERAL-AID PROJECT NUMBER:
 TOTAL CONTRACT AMOUNT: \$ *To be determined.*
 FEDERAL SHARE (For local agency to complete) : \$ *To be determined*
 PROPOSAL/BID DATE:
 PROPOSER'S/BIDDER'S NAME: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs ¹ (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions. 1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Total Claimed Participation \$ _____ _____%	_____ Signature of Proposer/Bidder _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print)

Form 9 Cont.

INSTRUCTIONS - LOCAL AGENCY PROPOSER/BIDDER-DBE (CONSULTANT CONTRACTS) INFORMATION FORM *(Revised 10/05)*

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Contract Number (assigned by local agency), Federal Aid Project Number (if available and required and as assigned by Local Agency or FTA), Total Dollar Contract Amount, Proposal/Bid Date, and Proposer's/Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (include DBE address and phone number).

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your proposal/bid pursuant to the Contract Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)

Form 9 - must be signed and dated by the person proposing/bidding. At a minimum this form must be returned and is a required element prior to any contract award. Also list a phone number in the space provided and print the name of the person to contact.

Note: If no DBE participation is to be claimed or is unknown at the time of proposal submittal, indicate this in the box titled "Total Claimed participation" as either "0" for no participation claimed or "UK" for unknown at this time.

Exhibit 10-I Notice to Proposers DBE Information

The Overall DBE Goal for FFY's 2015/17 for BCAG's DOT-assisted contracts is 12%. BCAG will implement race-neutral measures to meet its Overall DBE Goal objectives in accordance with 49 CFR Part 26.51. Proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Exhibit 10-J Standard Agreement for Subconsultant/DBE Participation

1. Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on next page of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____	21. Date _____	13. Preparer's Title _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____	15. (Area Code) Tel. No. _____

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location 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. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services 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.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **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.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Attachment I – Standard Insurance Requirements (Professional Services)

Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) “occurrence” form CG 0001 1001).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 1001 covering “any auto”.
- 3.) Workers’ Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The Consultant or consultant’s insurance carrier shall notify BCAG if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** Policy limits for work in connection with construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers’ Compensation and Employers Liability:** Workers’ Compensation insurance up to policy limits and Employers Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES

Any deductibles must be declared on certificates of insurance and approved by BCAG.

D. OTHER INSURANCE PROVISIONS

1. **General liability insurance policies shall be endorsed to state:**
 - a.) BCAG, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Consultant, including products and completed operations of the Consultant, premises owned, occupied or used by the Consultant;. The coverage shall contain no special limitations on the scope of protection afforded to BCAG, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 1001.

- b.) Consultant's insurance coverage shall be primary insurance, except for auto, as respects BCAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BCAG, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c.) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the consultant's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Consultant shall furnish BCAG **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by BCAG before work under the contract has begun. BCAG reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to BCAG written notice 30 days before any of the insurance policies described herein are cancelled. Consultant agrees to notify BCAG within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Consultant shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing BCAG certificates of insurance and endorsements before beginning work under this contract.

Attachment IA - Request To Change Contract Insurance Requirements

1. Department _____ Contact Person _____
Telephone _____ FAX _____ Email _____
2. Contractor _____ Contact Person _____
Telephone _____ FAX _____ Email _____
3. What change is being requested? _____

4. Reason: _____
a) Consultant cannot obtain required limits. If so, limits Consultant currently has: _____
b) Consultant cannot afford premium. If so, current premium: _____
c) Consultant cannot obtain insurance at all. Which type of insurance? _____
d) Insurance carrier will not agree to additional insured endorsement. Name and phone number of
Consultant's insurance agent: _____
e) Other: _____
5. Brief description of services to be performed. If the contract is for construction or road work, please include
the location of the project.

6. Length of Contract: _____ Cost: _____
7. Special certificates, licenses, degrees, education, etc., required of Contractor:

8. Is Consultant a corporation or individual? _____
9. Will Consultant need to use his/her auto to perform services? _____
10. Will Consultant be transporting people? If so, maximum number at one time: _____
11. Will services be performed at BCAG worksite or Consultant's office? _____
12. Tools or special equipment Consultant will utilize: _____
13. Will Consultant be using BCAG property? _____ If yes, describe (car, van, office space, etc.):

14. Does Consultant have employees? _____ Will Consultant use sub-contractors? _____
15. Risk Manager Comments: _____

Proposal Criterion

Proposal Evaluation	Maximum Possible Score (Weighted Score)	Score
I. Cover Letter and Location	5	
II. Personnel (5) Qualifications (15) Experience (15) References (15)	50	
III. Project Understanding and Workplan (Scope)	35	
IV. Schedule and Cost	10	
TOTAL POSSIBLE (100 points)		
TOTAL ACTUAL		
TOTAL PERCENT		