

CONSULTANT REQUEST FOR PROPOSALS

FOR

Environmental Impact Report for the Butte County Association of Governments (BCAG) 2024 Regional Transportation Plan & Sustainable Communities Strategy

July 5, 2023

Proposals due by Friday August 4, 2023

Time: 12:00 pm



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

(530) 809-4616

Table of Contents

I. Purpose	4
II. Background	4
III. Related PROJECT Information	5
IV. Consultant Scope of Services	5
V. BCAG Responsibilities	6
VI. Proposal Content Requirements	6
a. Introductory Letter	6
b. Office Location of Prime Consultant	6
c. Personnel, Qualifications, Experience and References	6
d. Sub - consultants	7
e. Work Plan	7
f. Project Schedule	7
g. Conflict of Interest Statement	7
h. Disadvantaged Business Enterprise (DBE)	7
i. Insurance Coverage	7
j. Cost, Employee Hours and Rates	8
VII. Proposal Submittal Conditions	8
VIII. Rejection of Proposal Submittals	10
IX. Proposal Evaluation	10
X. Contract Award	11
XI. Procurement Schedule	13
XII. Contact Person	13

ATTACHMENTS:

Proposal Required Attachments:

ATTACHMENT CHECK LIST

Exhibit A Proposed Scope of Work
Exhibit B Proposed Cost (Separate Cover)
Form 1 – Equal Employment Opportunity Certification
Form 2 – List of Proposed Subcontractors/consultants
Form 3 – Public Contract Code Section 10162 Questionnaire
Form 4 – BCAG – Non-Collusion Affidavit
Form 5 - Public Contract Code Section 10285.1 Statement
Form 6 – Debarment and Suspension Certification
Form 7 – Non-Lobbying Certification for Federal Aid Contracts
Form 8 – Disclosure of Lobbying Activities
Form 9 - Proposer Certification Clauses and Proposal Signature Page
Form 10 – (Exhibit 10-O) Consultant Proposal DBE Commitment (Consultant Contracts)
Form 11 – Current Client References
Insurance Certificate
W-9

Reference Information: (Not required with Proposal Submittal)

Criteria for Evaluation of Proposal

Draft Contract (includes the following documents):

- Exhibit 10–I Notice to Consultants/Proposers Disadvantaged Business Enterprise Information
- Exhibit 10-J Standard Agreement For Subcontractor/consultant /DBE Participation
- Attachment I – Standard Insurance Requirements for Professional Services Contracts

I. Purpose

The Butte County Association of Governments (BCAG) is seeking proposals from qualified consultants to prepare an Environmental Impact Report (EIR), in accordance with the California Environmental Quality Act (CEQA), for the 2024 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) for Butte County. The EIR will be prepared in order to comply with all recent legislation and subject to any new requirements established in the federal surface transportation reauthorization act. **The final Program Level EIR or Supplemental EIR shall be completed for approval by the BCAG Board of Directors by December 2024.**

The selected consultant must demonstrate exemplary project management skills coordinating with subconsultants, stakeholders, and have experience working with the California Department of Transportation (Caltrans). It is also strongly desired that the selected consultant team have experience preparing similar RTP/SCS EIRs.

II. Background

The Butte County Association of Governments (BCAG), as the state designated Regional Transportation Planning Agency (RTPA) and federally designated Metropolitan Planning Organization (MPO) and owner/operator of Butte Regional Transit (B-Line), is responsible for preparing all state and federally required transportation plans and programs necessary in securing transportation funding for highways, streets and roads, transit, bike and pedestrian facilities, and other modes. BCAG is the administrative and policy-making agency for the region's public transit service. B-Line is a consolidated transit system providing urban and rural fixed route service together with complementary paratransit service. The region includes the cities of Biggs, Chico, Gridley, and Oroville, the Town of Paradise and the County of Butte.

BCAG is required to update the RTP/SCS every four years. BCAG's last RTP/SCS and Supplemental EIR was adopted by the BCAG Board on December 11, 2020. The RTP/SCS is comprised of a Policy Element including goals, policies, and objectives; an Action Element including planned projects recommended for future programming; Financial Element defining anticipated revenues for the planned projects; Sustainable Communities Strategy (SCS) in accordance with California Senate Bill 375 and an Air Quality Emissions Analysis and Conformity Determination.

BCAG is seeking a qualified consultant team to assist with the development of the EIR ensuring compliance with CEQA with key tasks (identified in Attachment A) ensuring BCAG is meeting state requirements.

In September 2008, SB 375, also known as the Sustainable Communities and Climate Protection Act of 2008 was enacted by the state of California. SB 375 prompts regions to reduce greenhouse gas (GHG) emissions from passenger vehicles through the coordinated planning of long-range transportation plans. The legislation requires all Metropolitan Planning Organizations (MPO) in California to develop a Sustainable Communities Strategy, which meets regional passenger vehicle GHG emissions targets, as an additional element of their regional transportation plans. SB 375 also links the Regional Housing Needs Allocation (RHNA) and RTP/SCS processes to better integrate housing, land use, and transportation planning. Integrating both processes help ensure that the state's and region's housing goals are met.

Roles and Responsibilities

- Project Consultant: Lead and conduct the effort required for development of a CEQA compliant EIR for the 2024 RTP/SCS. Coordinate with BCAG staff to gather/develop the required information to consider in preparing the EIR. Develop appropriate alternatives as required/appropriate for the EIR. Coordinate with BCAG staff, SCS consultant, BCAG advisory committees, and others as appropriate in development of the EIR. Prepare draft

and final EIR documents for incorporation into the final RTP/SCS and approval by the BCAG Board. **Consultant is encouraged to propose adequate CEQA requirements for BCAG's RTP/SCS such as an update to the existing EIR or a supplemental EIR.** Consultant will provide a task-oriented project delivery schedule ensuring completion prior to the scheduled adoption of the 2024 RTP/SCS in December 2024.

- BCAG Staff: Oversee the development of the Regional Transportation Plan and the required elements (Policy, Action, Financial, and SCS) and environmental document, as well as consultants working on the project.

Funding in the amount of **\$100,000** is available for consultant related work in the 2023/24 fiscal year. Based on requirements to satisfy CEQA, BCAG can program additional funding in the 24/25 fiscal year if necessary. Consultant response to this RFP should be based on a full EIR or a Supplemental EIR.

III. **Related PROJECT information**

Following is information related to the project:

- BCAG staff will administer the contract and submit quarterly reports, progress reports, final reports, and invoices to Caltrans.
- All final approvals for documents and work products generated as a result of this contract will be made by BCAG.

BCAG has secured necessary funding and can begin work immediately upon consultant selection and contract execution.

IV. **Consultant Scope of Services**

The services consist of the development and preparation of an Environmental Impact Report that is CEQA compliant for the 2024 Regional Transportation Plan/Sustainable Communities Strategy. Elements and tasks to be prepared or performed by the consultant are included in the Proposal References Information section as Attachment A Scope of Work. These include:

- Consultant kickoff meeting
- Bi-weekly conference calls
- Monthly invoice reports
- Prepare Notice of Preparation (NOP), review and assess comments and prepare responses
- Initial community outreach and up to four public scoping meetings
- Gathering necessary information
- Develop required alternatives
- Prepare Draft EIR or Draft Supplemental EIR that is legally defensible, CEQA compliant with enough copies for distribution through the State Clearinghouse
- The EIR should describe how the CEQA streamlining provision of SB 375 can be used by BCAG member agencies through the certification of this EIR
- Prepare responses to comments
- Prepare Mitigation Monitoring and Reporting Program (MMRP) ensuring the implementation of mitigation measures identified to mitigate adverse environmental effects of the project
- Prepare Final EIR both electronic and PDF
- Prepare Findings and Statement of Overriding Considerations, if applicable and necessary
- Attend Public Hearings required (likely two) and any necessary exhibits

V. BCAG Responsibilities

BCAG will:

- Administer the contract.
- Provide all existing studies performed to date relating to the project.
- Identify stakeholders for the Project Development Team, if required.
- Manage the delivery and review each work product.
- Participate in and coordinate the various meetings with affected agencies, including Caltrans, as needed in addition to consultant work.
- Maintain a website page at www.bcag.org.
- Pay all consultant invoices.
- Adopt the EIR as the lead CEQA Agency

VI. Proposal Content Requirements:

Consultants interested in providing the scope of services must submit a proposal by the deadline date and time defined in this RFP. At 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.

- a. Introductory Letter:** A letter describing the firm's interest in providing the scope of services for the PROJECT. Indicate the name of the firm submitting the proposal and the name of an individual to contact if further information is desired. This letter should contain a statement of the consultant's basic understanding of the PROJECT and be based on existing information available in the Request for Proposal, site visits, available documents, and from applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the PROJECT team or the consultant that may be useful or informative to BCAG and the Town of Paradise.

Along with the introductory letter, the consultant should indicate his/her acceptability of the terms and conditions of the standard consultant services agreement contained in the Proposal Attachments. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by BCAG. Changes to the agreement may not be considered by BCAG once selection has been made.

- b. Office Location of Prime Consultant:** The consultant must state where office work is to be accomplished.
- c. Personnel, Qualifications, Experience and References:** Include organizational chart for proposed team(s) and identify the key individuals, including sub-consultants, who are proposed to be part of the team along with their qualifications and experience as related to the PROJECT. Experience on similar or related projects is highly recommended. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement and time commitment of each of these individuals on the PROJECT. The proposal must identify the proposed team members' current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed PROJECT will be able to meet the schedule outlined in the proposal for PROJECT. Any change in key personnel after the award of the PROJECT must be approved by BCAG before the change is made

References must be stated for each key individual or similar project. References will be contacted as part of the selection process. References of agency project managers, project engineers, or other responsible individuals, who have recent, direct working experience with

the proposed key individuals on similar projects, are strongly recommended and should include the following information:

- Client's (Reference) Name
- Contact Name
- Proposed staff role on project
- Telephone Number, Street Address, City, State, Zip Code
- Brief Description of Service provided
- Service Dates
- Service Value/Cost

- d. **Sub-consultants:** If sub-consultants are to be used, the prospective Consultant must include in the Proposal, a description of the work to be done by each sub-consultant. All subcontracts must be approved by BCAG, and no work shall be subcontracted without the prior written approval of BCAG. It is expected that the discussion of sub-consultants will also include experience and references to similar types of work. *It is encouraged for local qualified consulting firms to be contacted and included for portions of work that can be performed locally within Butte County.*
- e. **Work Plan:** The work plan will ultimately become part of the contract and will serve as the basis for developing the **Exhibit "A" Scope of Work** for the contract. The work plan is expected to contain a specific and straightforward discussion of the consultant's understanding of the development of the requested services. The description of how the objectives will be achieved shall be presented in a logical, innovative manner such that it is clearly understood how the stated work products can efficiently be delivered. The work plan is expected to provide a discussion and description of what types of conceptual projects may be pursued to achieve the objectives contained in the requested services. BCAG has provided a sample work plan in Attachment A Scope of Work.
- f. **Project Schedule:** The consultant shall prepare a comprehensive schedule showing the delivery schedule of the products to be accomplished. The schedule should show each activity, when that activity begins and how long it will continue. Provide the number of weeks required for completion of activities and identify activities that are interdependent. The schedule should also include proposed public outreach meeting dates. BCAG has provided a sample schedule in Attachment B Project Timeline.
- g. **Conflict of Interest Statement:** The prospective consultant shall disclose any financial interest or relationships that may constitute a conflict of interest in proposing on this request.
- h. **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. The DBE requirements of 49 CFR Part 26 will apply to any consultant agreement. **BCAG's overall goal for this project is 0.42% Businesses certified with the California Department of Transportation can be identified at the following website:**
- http://www.dot.ca.gov/hq/bep/find_certified.htm
- i. **Insurance Coverage:** The prospective consultant shall provide a summary of the firm's insurance coverage for:

- Comprehensive General Liability Insurance
- Professional Errors and Omissions Insurance
- Automotive Liability Insurance, and
- Worker's Compensation Insurance

For additional information regarding insurance requirements, see “Attachment I (Standard Insurance Requirements – (Professional Services))”.

- j. **Cost, Employee Hours and Rates (Exhibit B):** The contract will be an Actual Cost - Plus Fixed Fee Type contract. For submittal within the body of the Proposal, the proposed personnel identified in item “C” above shall be itemized and their base hourly rates shown.

The proposed total cost for Scope of Work shall be submitted under separate cover and will not be opened until final selection of the preferred Consultant. Exhibit 10-H1 is included as an example only identifying those items allowed in compensation and shall include sub-consultant costs as shown. It is not required that the submitted cost is in the exact format as shown in Exhibit 10-H. All consultant submitting a cost proposal must have an approved Exhibit 10-K or equivalent submitted with the cost proposal stating they certify all unallowable costs have been removed according to Federal Funding statutes. If this certification is not submitted, reasoning must be stated as to why and may jeopardize the acceptability of the submitted proposal.

VII. Proposal Submittal Conditions

One (1) sealed Proposal package marked "ORIGINAL COPY". Within that package there shall be one (1) Original Proposal and two (2) photocopies. The Original Proposal shall contain Attachment 4 as the first page with all required attachments. The additional two Proposal copies may contain photocopies of the original package only, and must be included in the sealed package marked “ORIGINAL COPY” containing the Original Proposal.

The Proposal shall not exceed seventy - five (75) single-sided printed pages, excluding 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 three (3) copies (One (1) original + two (2) copies of your written Proposal addressed to:

**BCAG 2024 RTP/SCS EIR
Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928
Attn: Ivan Garcia, Programming Director**

Submittals must be received by **12:00 PM on Friday, August 4, 2023** **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 Consultant. BCAG has the right to reject any or all of the Proposals received as a result of this request. Solicitation of Proposal 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 the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

1. Modification or Withdrawal of Qualifications 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 Consultant. 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.

RFP Addendum: Any changes to the RFP requirements will be made by written addenda by the Project Manager and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective Consultants. It will be the Consultants responsibility to assure that all addenda are incorporated into the Proposal as required according to all the terms and conditions for submittal of the Proposal.

Verbal Agreement or Conversation: No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of BCAG shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to BCAG through the Federal Planning (PL) and Local Transportation Funds (LTF). **In the event the requested service is eliminated or reduced due to lack of funds, BCAG reserves the right to terminate or revise any contract or not enter into an agreement at all.**

Exceptions and Alternatives: Consultants may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFP. If alternatives or options are proposed, Consultant must clearly identify such. BCAG expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of BCAG. Since BCAG desires to enter into one contract to provide all of the intended services, only those Proposals to provide all service will be considered responsive

2. Signature

Only an individual who is authorized to bind the proposing firm contractually shall sign the "Proposal Certification Clauses and Proposal Signature Page". The signature must indicate the title or position that the individual holds in the firm who is authorized to certify that the Proposal is a firm offer for at least a ninety (90) day period. Submitted Proposals shall be rejected if the Proposal/Consultant Certification Sheet is not signed.

VIII. Rejection of Proposal Submittals

Failure to meet the requirements of items IV, VI, VII, VIII and 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.

Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements. Failure to meet the submittal requirements of the Proposal shall deem it non-responsive and therefore be cause for rejection.

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Consultant has submitted more than one proposal for the work contemplated herein will cause the rejection of all Proposals submitted by that Consultant. If there is reason to believe that collusion exists among the Consultants, none of the participants in such collusion will be considered in this or future procurements.

The decision to approve and award a contract is at the discretion of the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

IX. Proposal Evaluation

Evaluation of the proposals will be accomplished by a BCAG-appointed selection committee. The selection committee will utilize the included **"Criteria for Evaluation of Proposal"** for submitted Proposal evaluations.

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 (see above) 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.*** Cost proposals will only be opened for the top ranked consultant selected. 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. Unopened cost Proposals will be returned.

X. 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.

1. Award and Protest

A) Award: Notice of the proposed award shall be posted at the Butte County Association of Governments, 326 Huss Drive, Suite 150, Chico, CA 95928. (Lobby door), and on the following Internet site: www.bcag.org. BCAG may take up to 60 days to award a contract following qualifications submittal. Upon award of the Contract, the Consultant must complete and submit to BCAG the Payee Data Record (STD 204), to determine if the Consultant is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the State

Non-Exclusivity of Contract: It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for the requested service into which BCAG may enter. The Consultant has no exclusive right granted per this contract.

B) Protest/Complaint: Consultants have the right to protest BCAG qualifications solicitation of Butte County Association of Governments Agreements subject to the following grounds, processes and procedures.

1. **Pre-Award** Protests/Complaints concerning BCAG's solicitation process must be submitted by fax 530-879-2444, email to igarcia@bcag.org or in writing by certified or registered mail to:

Butte County Association of Governments (BCAG)
EIR for the BCAG 2024 RTP/SCS
Attn: Ivan Garcia
326 Huss Drive, Suite 150
Chico, CA 95928

Protests/Complaints may be submitted to BCAG on the grounds of any the following

- The solicitation unnecessarily restricts competition
- The solicitation evaluation or scoring process is unfair; or
- The solicitation requirements are inadequate or insufficient to prepare a response

Protests may be submitted to BCAG at any time prior to five (5) days before the qualifications response deadline. The complaint must meet the following requirements:

- The complaint must be in writing
- The complaint must be sent to the RFP Contact
- The complaint must clearly articulate the basis for the complaint; and
- The complaint must include a proposed remedy

2. **Protest/Complaint Response:** BCAG will respond to protests/complaints according to C) Procurement Schedule as stated below.
2. **Post Award** Protests/Complaints concerning the award of a contract to a consultant must be filed within 10 days after the award has been made if a consultant believes they should have been selected for the award instead of the awarded consultant and must meet the following requirements:
 - The complaint must be in writing
 - The complaint must be sent to the RFP Contact
 - The complaint must clearly articulate the basis for the complaint; and
 - The complaint must include a proposed remedy
3. **Appeal of BCAGs Award to Caltrans.** Under limited circumstances, after an interested party has exhausted its administrative remedies at the BCAG level, the interested party may appeal BCAGs decision to the California Department of Transportation (Caltrans) within 5 calendar days after having received a response from BCAG.

Caltrans limits review of appeals to:

- (1) BCAGs procedural failures (BCAG does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify BCAG contact responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with BCAG and a copy of BCAGs decision.
- (5) State the relief sought from Caltrans.

Direct appeals (via mail or fax only) to:

California Department of Transportation – District 3
703 B Street
Marysville, CA 95901

Copy (via mail or fax only) of the appeal must be sent to BCAG by method or at stated address above.

XI Procurement Schedule:

Circulation of Proposal Solicitation:	July 5, 2023
Submittal of Proposals	August 4, 2023
Pre-Award Protests/Complaints	July 27, 2023 – 3PM
Response to Protests	July 28, 2023
* Expected Award Date	August 7, 2023 – August 11, 2023
Post Award Protest/Complaints	Within 10 days after Award

* Note: Award date could be sooner or later depending upon the number of submittals received, circumstances and at the discretion of BCAG.

XII. RFP Contact Person

All questions concerning this Request for Qualifications (RFP) may be directed to Ivan Garcia, Programming Director of the Butte County Association of Governments at (530) 809-4616, or by email at igarcia@bcag.org.

Attachment A – Scope of Work

Task 1: Project Initiation and Information Collection

Task 1.1 Consultant Kickoff Meeting, Information Collection & Project Management

- Consultant will coordinate with BCAG staff to schedule an initial kickoff meeting to review the project scope, schedule, work products, management, and communication procedures, finalize project priorities and objectives, and identify any critical and/or regional issues as background to the project.
- BCAG and Consultant will review and identify information that is currently available and that is anticipated to be available for use in the EIR.

Task 1.2 Administrative Coordination

- Bi-weekly conference calls with Consultant and BCAG staff, as needed, to discuss progress towards meeting schedule and producing key deliverables. Monthly progress reports will be submitted to the BCAG project manager in association with invoicing.

Task Deliverables
<ul style="list-style-type: none">• Copy of Executed Contract with Consultant and Detailed Project Delivery Schedule• Consultant Kickoff Meeting Agenda, Minutes• Agendas and Meeting Minutes; Monthly Progress Reports

Task 2: Notice of Preparation

Task 2.1 Notice of Preparation (NOP)

- Consultant will prepare the Notice of Preparation (NOP) for the project. The NOP will include a project description, location map, and list of environmental issues to be studied in the Draft EIR. Consultant will submit a draft version of the NOP for BCAG review.
- Consultant will provide/submit the final NOP to BCAG for circulation to concerned agencies, organizations and required postings including county clerk, State Clearinghouse in Sacramento.

Task 2.2 Response to Agency Comments

- Consultant will review and assess and respond to agency comments and provide recommendations on how to address them during the EIR process. Comments will be summarized in the Draft EIR and provided as an appendix.

Task Deliverables
<ul style="list-style-type: none">• Appendix containing comments received and responses provided

Task 3: Community Outreach Public Scoping Meetings

Task 3.1 Community Outreach and Public Scoping Meetings

- Community outreach & public scoping will be driven by the EIR requirements. Consultant will conduct up to four public scoping meetings for the EIR, during the 30-day NOP review period, coordinated with 2024 RTP/SCS public outreach process. CEQA requires scoping meetings for regionally significant projects. The scoping meetings would involve a brief presentation by Consultant summarizing the RTP/SCS and the CEQA process, followed by an opportunity for public comment on the EIR scope.
- Consultant will document and address comments received.

Task Deliverables
<ul style="list-style-type: none">• Initial community outreach and public scoping materials• Appendix documenting comments received, and responses provided

Task 4: Prepare Draft EIR

Task 4.1 The Draft EIR will include all of the components required by CEQA including:

- Project Description
- Description of setting/baseline conditions
- Identification of known areas of controversy
- Identification of significant environmental impacts
- Feasible mitigation measures
- List of unavoidable significant impacts
- Analysis of project alternatives
- Discussion of consistency with other plans

Task 4.2 Description of how BCAG member agencies can use CEQA streamlining provisions.

- Consultant will document how BCAG member agencies can benefit utilizing CEQA streamlining provisions.

Task 4.3 Administrative Draft EIR

- The administrative draft will be prepared in accordance with and include all required sections described in Article 9, Sections 15120-15132 of the CEQA guidelines which sets the standards for adequacy of an EIR.
- Consultant will provide outline of required elements of EIR.

Task 4.4 Publication of the Draft EIR & Response to Comments

- This task involves the production, editorial work, and communication processes to publish the Draft EIR for circulation, public and agency review and comment for a 45-day period.
- This includes collecting and responding to public and agency comments.

- Two public hearings are anticipated as part of this task including the preparation of materials needed.

Task Deliverables
<ul style="list-style-type: none"> • Documentation and material for public hearing / outreach • Meeting notes and responses to inquiries/comments • Draft EIR

Task 5: Prepare Mitigation Monitoring and Reporting Program

Task 5.1 The Mitigation Monitoring and Reporting Program (MMRP) will be prepared to ensure the implementation of mitigation measures identified to reduce adverse environmental effects of the project.

- Preparation of detailed tables that describes agency responsible for monitoring compliance with each condition.
- Timing when monitoring must occur.
- Frequency to be used to determine compliance with conditions.

Task Deliverables
<ul style="list-style-type: none"> • Mitigation Monitoring and Reporting Program

Task 6: Prepare Finding and Statement of Overriding Considerations (if necessary)

Task 6.1 Preparation of a CEQA Findings, including any statement of overriding consideration for unavoidable significant impacts (if necessary) may be required.

- Preparation of draft and final findings complying with Section 15091 and 15093 of the CEQA Guidelines.

Task Deliverables
<ul style="list-style-type: none"> • Final Findings and Statement of Overriding Considerations addressing comments received.

Task 8: Prepare Final EIR

Task 8.1 Preparation and delivery of final CEQA compliant EIR for the 2024 RTP/SCS

- Ten (10) bound copies of the Final SEIR including MMRP, Findings and Statement of Overriding Considerations, and technical appendices, one electronic copy of the Final SEIR in both Word and PDF formats and flash drive.

Task Deliverables
<ul style="list-style-type: none"> • Hard copies, electronic copies, and flash drive.

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS - 2024 RTP/SCS Environmental Impact Report
Draft Schedule

2024 RTP/SCS EIR Tasks	2023						2024											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TASK 1. Project Initiation & Data Collection																		
Task 1.1 Consultant Kickoff																		
Task 1.2 Data Collection																		
Task 1.3 Administrative Coordination																		
TASK 2. Notice of Preparation																		
Task 2.1 Notice of Preparation																		
Task 2.2 Response to Comments																		
TASK 3. Community Outreach and Public Meetings																		
Task 3.1 Community Outreach and Public Scoping Meetings																		
TASK 4: Prepare Draft EIR																		
Task 4.1 Draft EIR Development																		
Task 4.2 CEQA Streamlining provisions for Local Agencies																		
Task 4.3 Administrative Draft EIR																		
Task 4.4 Draft EIR & Response to Comments																		
TASK 5: Prepare Mitigation Monitoring and Reporting Program																		
Task 5.1 Prepare Mitigation Monitoring and Reporting Program																		
TASK 6: Prepare Finding and Statement of Overriding Considerations (if necessary)																		
Task 6.1 Preparatory requirements if necessary																		
TASK 7: Final EIR																		
Task 7.1 Delivery of bound copies, electronic copies and flash drive																		

Updated 06/21/2023

PROPOSAL REQUIRED ATTACHMENTS/CHECKLIST

A complete proposal includes 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 Forms identified below are applicable to this Request for Proposal (RFP) and must be returned, as instructed, for your Proposal to be responsive. Return this checklist with your Proposal.

Proposal and Forms

NOTE: This Checklist must be submitted as a cover with the following Forms in Proposal:

- ☐ Form 1 - Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
- ☐ Form 2 - List of Proposed Subcontractors/Subconsultants (Fill out or DNA)
- ☐ Form 3 - Public Contract Code Section 10162 Questionnaire (Yes or No)
- ☐ Form 4 - BCAG – Non-Collusion Affidavit (Signature at Bottom)
- ☐ Form 5 – Public Contract Code Section 10285.1 Statement (Signature at Bottom)
- ☐ Form 6 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Date, Signature Company and Title)
- ☐ Form 7 - Lobbying Certification (Fill in, Sign and Date)
- ☐ Form 8 - Disclosure of Lobbying Activities (Fill in, Sign and Date)
- ☐ Form 9 – Proposer Certification Clauses and Proposal Signature Page (Must be filled out, dated and signed)
- ☐ Form 10 – Consultant Proposal DBE Commitment (Must be filled out as indicated) "DBE Information – Good Faith Efforts" (GFE) required with proposal submittal if DBE Goal not met. If goal is met, GFE form not required with submittal ***Note – Form 10A and 10B are supplemental information only and not required to be submitted with Form 10 in the Submittal Package**
- ☐ Form 11 – Current Client References (Must be filled out as indicated)
- ☐ Exhibit 10-H1 Cost Proposal (Submitted under separate cover)
- ☐ Exhibit 10-K – Consultant Indirect Costs (Must be filled out as indicated)
- ☐ Insurance Certificate
- ☐ W-9

Form 1

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Proposer/Operator _____, proposed sub-consultant _____, 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 and has an Affirmative Action Program/Plan in place that will be utilized for this agreement.

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 Proposer and proposed sub-consultants 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.

Proposer and proposed sub-consultants 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 2

LIST OF PROPOSED SUBCONTRACTORS

The Proposer/Operator shall list the name and address of each proposed subcontractor, to whom the Proposer/Operator expects to subcontract portions of the work. **(If no Subcontracts are proposed please indicate by entering "DNA" (Does Not Apply))**

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Form 3

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

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

QUESTIONNAIRE

Has the Proposer/Operator, any officer of the Proposer/Operator, or any employee of the Proposer/Operator who has a proprietary interest in the Proposer/Operator, 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 4

**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/Operator 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/Operator has not directly or indirectly induced or solicited any other Proposer/Operator to put in a false or sham proposal, and has not directly or indirectly colluded or conspired, connived, or agreed with any Proposer/Operator or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer/Operator has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer/Operator or any other Proposer/Operator, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer/Operator, 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/Operator 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/Operator, 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/Operator within the immediately preceding two-year period because of the Proposer/Operator'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.

Proposer 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 5

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer/Operator hereby declares under penalty of perjury under the laws of the State of California that the Proposer/Operator 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/Operator" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Form 6

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.

Form 6 (continued)

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.

10. 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.

11. 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 7

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 8

DISCLOSURE OF LOBBYING ACTIVITIES

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

☐

No Lobbying Activities Performed by Proposer (check if true and skip to signature box beside box 16)

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier _____, if known

**5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:**

Congressional District, if known

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. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____
Actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

**14. 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 11:**

Form 8 (continued)

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

15. Continuation Sheet(s) attached:

Yes

No

- 16.** 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: _____

Federal Use Only: Standard Form LLL

Standard Form LLL Authorized for Local Reproduction

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 and/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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" 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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) 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).

Form 8 (continued)

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, 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.

Form 9

PROPOSER CERTIFICATION CLAUSES AND PROPOSAL SIGNATURE PAGE

PROPOSER/OPERATOR 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.

Form 9 (continued)

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.

Form 9 (continued)

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/Operator 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 Non-collusion 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/Operator 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.**

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

NOTE - If Proposer/Operator 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/Operator 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/Operator 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 10
CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____

2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ DBE: _____ 6. Prime Certified ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section 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.		11. TOTAL CLAIMED DBE PARTICIPATION	%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		_____ 12. Preparer's Signature	
_____ 14. Preparer's Name		_____ 13. Date	
_____ 16. Preparer's Title		_____ 15. Phone	

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

Form 10 (Continued)

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.

Form 10 (Continued)
DBE INFORMATION - GOOD FAITH EFFORTS (REQUIRED IF GOAL NOT MET)

Federal-aid Project No. _____ Bid Opening Date _____

The Butte County Association Of Governments established a Disadvantaged Business Enterprise (DBE) goal of x% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Note: If the goal is met, this form is not required with submittal. However, bidders are cautioned to maintain the following information even if the “Proposer/Operator DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- 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.):

[illegible]

Form 10 (Continued)

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	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 made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining 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:

Form 10 (Continued)

- 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 (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Form 10A

NOTICE TO PROPOSER/BIDDERS

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

(Note: Portions of all Form 10A may not apply for all agreements dependent upon scope of services required)

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “Proposer/Operator” or “offerer.”
- 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 Agreements 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 Contractor should 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 bidder/Proposer/Operator shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposer are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Operator/Bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’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 contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

Form 10A (continued)

- C. 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.
- D. 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.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

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. Bidder/Proposer/Operator may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

Click on the link in the left menu titled [Find a Certified Firm](#)

Click on [Query Form](#) link, located in the first sentence

Click on [Certified DBE's \(UCP\)](#) located on the first line in the center of the page

Click on [Click To Access DBE Query Form](#)

Searches can be performed by one or more criteria

Follow instructions on the screen

“Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

Form 10A (continued)

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBEs MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. 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 Agreement 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.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

Form 10A (continued)

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Form 10B

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

(Note: Portions or all of Form 10B may not apply for all agreements dependent upon scope of services required)

1. Subcontractors

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

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposer who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

Form 10B (continued)

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

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement 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 Agreement, 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 Agreement is commensurate with the work it is actually performing; and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, 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.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement 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 Subcontractors

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 contractor 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 contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/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

Form 10B (continued)

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 Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," 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 Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% 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 Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

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

Materials or supplies purchased from DBEs will 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, 100 % of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A 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 Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that

Form 10B (continued)

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 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 regular dealers within the meaning of this section.

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.

Form 11

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

Agency Name:	Contact Name and Phone	Year
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signature: _____

Name: _____

Date: _____

Company Name: _____

Title: _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. N/A Date _____**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____ \$ 0.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] _____ \$ 0.00h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] _____ \$ 0.00j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____ \$ 0.00**TOTAL COST [(c) + (j) + (k) + (n)]** _____ \$ 0.00**NOTES:**

- 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.
- The cost proposal format shall not be amended. 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.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

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:

**EXHIBIT 10-K CONSULTANT ANNUAL 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.

Proposed Indirect Cost Rate:

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 Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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.

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 requirement

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](#)

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*** *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.

Name: _____ Title: _____
 Signature: _____ Email: _____

PROPOSAL REFERENCE INFORMATION

CRITERIA FOR EVALUATION OF PROPOSAL

Proposal Evaluation	Maximum Possible Score (Weighted Score)	Score
I. Introductory Letter and Location of Work	10	
II. Personnel (5) Qualifications (15) Experience (15) References (5) Sub-Consultants (10)	50	
III. Scope of Work	25	
IV. Schedule	10	
V. DBE Commitment	5	

TOTAL POSSIBLE (100 points)		
TOTAL ACTUAL		
TOTAL PERCENT		



DRAFT CONTRACT



**BUTTE COUNTY ASSOCIATION OF
GOVERNMENTS**

CONSULTING SERVICES AGREEMENT

Project

Environmental Impact Report for the Butte County Association of Governments (BCAG) 2024
Regional Transportation Plan & Sustainable Communities Strategy

THIS AGREEMENT made and entered into this day of MM 2023, by and between
Butte County Association of Governments, hereinafter referred to as "BCAG", and
Consultant, hereinafter referred to as "CONSULTANT".

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS

SECTION 1	ORGANIZATION AND CONTENTS
SECTION 2	SCOPE OF CONSULTING SERVICES - BASIC
SECTION 3	SCOPE OF CONSULTING SERVICES - ADDITIONAL
SECTION 4	NOTICE TO PROCEED; PROGRESS; COMPLETION
SECTION 5	TIME OF PERFORMANCE
SECTION 6	COMPENSATION
SECTION 7	CHANGES TO SCOPE - BASIC
SECTION 8	COMPLIANCE WITH LAWS, RULES, REGULATIONS (FEDERAL CHANGES)
SECTION 9	ENERGY CONSERVATION
SECTION 10	CLEAN WATER
SECTION 11	CLEAN AIR
SECTION 12	RECYCLED PRODUCTS
SECTION 13	EXHIBITS INCORPORATED
SECTION 14	RESPONSIBILITY OF CONSULTANT
SECTION 15	RESPONSIBILITY OF BCAG
SECTION 16	NO OBLIGATION BY THE FEDERAL GOVERNMENT
SECTION 17	TERM
SECTION 18	TERMINATION FOR CONVENIENCE OF BCAG
SECTION 19	TERMINATION OF AGREEMENT FOR CAUSE
SECTION 20	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
SECTION 21	PRIVACY ACT
SECTION 22	INTEREST OF OFFICIALS AND CONSULTANT

SECTION 23	SUBCONTRACTING
SECTION 24	SUCCESSORS AND ASSIGNS
SECTION 25	INDEPENDENT CONSULTANT
SECTION 26	BREACHES AND DISPUTES
SECTION 27	EQUAL EMPLOYMENT OPPORTUNITY
SECTION 28	DISADVANTAGED BUSINESS ENTERPRISE
SECTION 29	CIVIL RIGHTS- (EEO, TITLE VI, ADA) COMPLIANCE
SECTION 30	PUBLICATIONS
SECTION 31	COPYRIGHTS
SECTION 32	INDEMNIFICATION
SECTION 33	INSURANCE REQUIREMENTS
SECTION 34	OWNERSHIP OF DOCUMENTS
SECTION 35	ACCESS TO RECORDS AND REPORTS
SECTION 36	NOTICES
SECTION 37	JURISDICTION
SECTION 38	INTEGRATION

EXHIBITS

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	COMPENSATION
EXHIBIT C	CERTIFICATION OF OWNER
EXHIBIT D	CERTIFICATION OF CONSULTANT
EXHIBIT E	SCOPE OF CONSULTING SERVICES – ADDITIONAL
EXHIBIT 10-I, J	STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION
ATTACHMENT I	– STANDARD INSURANCE REQUIREMENTS (Professional Services)
Exhibit 10-02	– DBE Utilization

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC

CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to BCAG, those items described in ***“Exhibit A, Scope of Work”***, attached hereto and incorporated herein by this reference as if set forth in full.

For the purposes of a general description, the work to accomplish under this AGREEMENT is generally referred to as accomplishing the Environmental Impact Report for the Butte County Association of Governments (BCAG) 2024 Regional Transportation Plan & Sustainable Communities Strategy (PROJECT)

CONSULTANT shall submit a detailed progress report to BCAG with each billing invoice describing the progress of the work completed during the billing period. For purpose of the AGREEMENT, the term CONTRACT AND AGREEMENT shall be used interchangeably and mean the same.

SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

It is understood by BCAG and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in ***“Exhibit A - Scope of Work”***. In each such instance, CONSULTANT shall advise BCAG, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until BCAG has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this AGREEMENT, shall be identified and sequentially numbered as "Additional Consulting Service No. 1" and so forth, shall be subject to all of the provisions of this AGREEMENT, and shall be attached as ***Exhibit "E" entitled "SCOPE OF CONSULTING SERVICES - ADDITIONAL"***.

SECTION 4 - NOTICE TO PROCEED; PROGRESS; COMPLETION

Upon execution of this AGREEMENT by the parties, BCAG shall give CONSULTANT notice to proceed with the work by issuance of signed letter or equivalent. Such notice may authorize CONSULTANT to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, BCAG shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work upon receipt of Notice to Proceed. The various items involved in the Project shall be completed as indicated in ***“Exhibit A- Scope of Work”***. CONSULTANT shall complete the performance of its obligations under this AGREEMENT within the specified time period, unless an extension of time is granted in writing by BCAG, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of BCAG.

SECTION 6 - COMPENSATION

For services performed pursuant to this AGREEMENT, BCAG agrees to pay CONSULTANT in accordance with the work scope shown in ***“Exhibit A- Scope of Work”***. All payment will be on the basis of the Estimated Budget as shown in ***“Exhibit B - Compensation”*** for the completion of this project. Total payments shall not exceed ***\$XXX,XXX*** as shown in the estimated budget in ***“Exhibit B – Compensation”***, without prior notice by the CONSULTANT and approval in writing by BCAG. Upon clarification of scope, compensation may be adjusted as approved in writing by BCAG. The source of funding for this agreement is the Corona Response and Relief Supplemental Appropriations Act (CRRSAA).

A. Other Direct Costs

The CONSULTANT agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, shall be used to determine

the allowability of individual items of cost. The CONSULTANT also agrees to comply with **2 CFR Part 200**, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, are subject to repayment by CONSULTANT to BCAG.

Other direct costs which may be allowed for compensation are included in ***“Exhibit B – Compensation”***

B. Monthly Compensation

CONSULTANT shall be reimbursed monthly no later than thirty (30) days following submission of a written, acceptable billing to BCAG. Said billing shall indicate the number of hours worked by each category of CONSULTANT'S personnel, and the other direct and indirect costs incurred to the date of such billing, if any, and the fixed fee determined proportionately based on the percentage of work completed. BCAG will pay, to CONSULTANT, 100% of submitted monthly invoices for work completed under ***“Exhibit A - Scope of Work”*** until 90% of ***“Exhibits B - Compensation”***, including any compensation for all agreed upon amendments, has been reached. At this time, the remaining 10% of ***“Exhibits B – Compensation”***, including compensation for all agreed upon amendments, will be retained until the completion of all work as defined in ***“Exhibit A - Scope of Work”***.

C. Final Payment

CONSULTANT shall, after the completion of all work under the AGREEMENT, submit a final billing for work done thereunder, and BCAG shall pay the entire sum up to the Cost Ceiling stated in ***“Exhibit B – Compensation”***, as found due after deducting therefrom all previous payments. All prior payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of thirty (30) days following submission, by CONSULTANT, of a written acceptable final billing to BCAG or as otherwise determined by BCAG. It is mutually agreed between the parties to this AGREEMENT that no payments made under the AGREEMENT, except the final payment, shall be conclusive evidence of the performance of the AGREEMENT, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

SECTION 7 - CHANGES TO SCOPE - BASIC

BCAG may at any time, and upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this AGREEMENT. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify BCAG in writing. Upon AGREEMENT between BCAG and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this AGREEMENT shall be prepared describing such changes. Execution of the amendment by BCAG and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope, including all adjustments in compensation.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS - FEDERAL CHANGES

All services performed by CONSULTANT pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

CONSULTANT shall at all times comply with all applicable regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this contract to include Intelligent Transportation Systems (ITS) National Architecture and any and all restrictions and criteria set forth on certain Telecom and video surveillance services or equipment. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

SECTION 9 – ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

SECTION 10 – CLEAN WATER

A. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to BCAG and understands and agrees that BCAG will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

B. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

SECTION 11 – CLEAN AIR

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT agrees to report each violation to the Purchaser and understands and agrees that the BCAG will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

SECTION 12 – RECYCLED PRODUCTS

Recovered Materials - The CONSULTANT agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42

U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247 as can be accommodated by the agreed upon in ***“Exhibit A - Scope of Work”***.

SECTION 13 - EXHIBITS INCORPORATED

All Exhibits and Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AWARDING AGENCY requests which would cause the AWARDING AGENCY to be in violation of the FTA terms and conditions.

SECTION 14 - RESPONSIBILITY OF CONSULTANT

By executing this AGREEMENT, CONSULTANT warrants to BCAG that he/she possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, experience, resources and facilities to provide to BCAG the services contemplated under this AGREEMENT. CONSULTANT further warrants that he/she will follow the best current, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this AGREEMENT.

Program Fraud and False or Fraudulent Statements and Related Acts

- A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §

5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONSULTANT, to the extent the Federal Government deems appropriate.

- C. CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA if applicable. It is further agreed that the clauses shall not be modified, except to identify the sub-CONSULTANT who will be subject to the provisions.

Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

SECTION 15 - RESPONSIBILITY OF BCAG

To the extent appropriate to the project contemplated by this AGREEMENT, BCAG shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as BCAG's representative with respect to all work to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define BCAG's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

SECTION 16 – NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. No Federal Government Obligation to Third Parties. BCAG and CONSULTANT acknowledge and agree that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONSULTANT, any third-party CONSULTANT, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONSULTANT or third-party CONSULTANT.
- B. Third-Party Contracts and Sub-agreements Affected. To the extent applicable, federal requirements extend to third-party CONSULTANTS and their contracts at every tier, and to the sub-agreements of third-party CONSULTANTS and the sub-agreements at every

tier. Accordingly, the CONSULTANT agrees to include, and to require its third-party CONSULTANTS to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party CONSULTANTS. Nothing contained in this contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party CONSULTANTS, and no third-party contract shall relieve the CONSULTANT of his responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the BCAG for the acts and omissions of its third-party CONSULTANTS 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 third-party CONSULTANTS is an independent obligation from the BCAG's obligation to make payments to the CONSULTANT. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party CONSULTANT.
- D. Obligations on Behalf of the California Department of Transportation. The CONSULTANT shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.
- E. BCAG Approval of Sub-agreements. The BCAG shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONSULTANT agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the BCAG. Any proposed amendments or modifications to such Sub-agreements must be approved by the BCAG prior to implementation.

SECTION 17 - TERM

The term of this AGREEMENT shall commence upon BCAG's issuance to CONSULTANT of a Notice to Proceed for all or a portion of the work as hereinabove provided and shall end upon BCAG's acceptance and payment for such portion of the work as was authorized by such notice. The term of the contract shall be three (3) years from the date of execution. At the end of the initial term, this Agreement may renew for up to three (3) additional one (1) year terms as may be necessary to accommodate the closeout of project construction. Extension of terms shall be at the sole discretion of BCAG and subject to Termination clauses as stated elsewhere in this agreement.

SECTION 18 - TERMINATION FOR CONVENIENCE OF BCAG

BCAG may terminate this AGREEMENT, in whole or in part, at any time by written notice to the CONSULTANT when it is in BCAG's best interest. The CONSULTANT shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to BCAG to be paid the CONSULTANT. If the CONSULTANT has any property in its possession belonging to BCAG, the CONSULTANT will account for the same, and dispose of it in the manner BCAG directs. If this contract is terminated, BCAG shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

SECTION 19 - TERMINATION OF AGREEMENT FOR CAUSE

If CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, BCAG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by BCAG that CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONSULTANT, BCAG, after setting up a new delivery of performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

- A. BCAG may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:
 - 1. If CONSULTANT fails to perform the services called for by this AGREEMENT within the time(s) specified herein, or any extension thereof; or
 - 2. If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as BCAG may authorize in writing) after receipt of notice from BCAG specifying such failure.
- B. In the event BCAG terminates this AGREEMENT in whole or in part as provided in Paragraph "A" above, BCAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of sub-contractors/sub-CONSULTANTS, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a sub-contractor/sub-CONSULTANT, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-contractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

- D. Should the AGREEMENT be terminated as provided in Paragraph "A" above, CONSULTANT shall provide BCAG with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, compact disks (CDs), etc., prepared by CONSULTANT pursuant to this AGREEMENT. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by BCAG, less payments of compensation previously made. Payments previously made by BCAG to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of BCAG, it has legitimately earned and was not related to the cause for which this AGREEMENT was terminated.
- E. If after notice of termination of this AGREEMENT, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the AGREEMENT had been terminated for the convenience of BCAG.
- F. **Opportunity to Cure:** BCAG in its sole discretion may, in the case of a termination for breach or default, allow CONSULTANT ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If CONSULTANT fails to remedy to BCAG's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within ten (10) days after receipt by CONSULTANT of written notice from BCAG setting forth the nature of said breach or default, BCAG shall have the right to terminate the AGREEMENT without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude BCAG from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

- G. **Waiver of Remedies for any Breach:** In the event that BCAG elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this AGREEMENT, such waiver by BCAG shall not limit BCAG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- H. **Mutual Termination:** The PROJECT may also be terminated if the BCAG and the CONSULTANT agree that its continuation would not produce beneficial results

commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

SECTION 20 – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment and Suspension

- A. The CONSULTANT agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONSULTANT agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and CONSULTANTS declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any sub-agreements with any sub-CONSULTANT, the CONSULTANT agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that BCAG and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONSULTANT agrees to obtain a debarment and suspension certification from each third-party CONSULTANT containing information about the debarment and suspension status of that third-party CONSULTANT and its “principals,” as defined at 49 CFR 29.105(p). The CONSULTANT also agrees to require each third-party CONSULTANT to refrain from awarding any sub-agreements of any amount, at any tier, to a debarred or suspended sub-CONSULTANT, and to obtain a similar certification for any third-party sub-CONSULTANT, at any tier, seeking a contract exceeding \$25,000.00.

Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the BCAG must promptly notify the STATE. The BCAG must include a similar notification requirement in its Third-Party Agreements and must require each CONSULTANT to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
 - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or

- STATE as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government's administration or enforcement of federal laws, regulations, and requirements.
 3. The BCAG must promptly notify the STATE, if the BCAG has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 CONSULTANTS Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the BCAG and STATE, or an agreement involving a principal, officer, employee, agent, or CONSULTANT of the BCAG. It also applies to sub-CONSULTANTS at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the BCAG, including divisions tasked with law enforcement or investigatory functions.

SECTION 21 – PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements (if applicable) - The following requirements apply to CONSULTANT and its employees that administer any system of records on behalf of the Federal Government under any AGREEMENT:

- A. CONSULTANT agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.
- B. CONSULTANT also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SECTION 22 - INTEREST OF OFFICIALS AND CONSULTANT

- A. No member or delegate to the Congress of the United States of America or any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.
- B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this AGREEMENT, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this AGREEMENT. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with 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 the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SECTION 23 - SUBCONTRACTING

- A. CONSULTANT shall not sub-contract or otherwise assign any portion of the work to be performed under this AGREEMENT without the prior written approval of BCAG.
- B. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between BCAG and any sub-CONSULTANTS, and no sub-contract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to BCAG for the acts and omissions of its sub-CONSULTANTS and of the 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 sub-CONSULTANTS is an independent obligation for BCAG's obligation to make payments to the CONSULTANT.
- C. CONSULTANT shall pay its sub-CONSULTANTS within thirty (30) calendar days from receipt of each payment made to the CONSULTANT by BCAG.
- D. Any substitution of sub-CONSULTANTS must be approved in writing by BCAG's Contract Manager in advance of assigning work to a substitute sub-CONSULTANT.

SECTION 24 - SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and shall insure to the benefit of any successors to or assigns of the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this AGREEMENT or any part thereof without the prior written consent of BCAG.

SECTION 25 - INDEPENDENT CONSULTANT

BCAG and CONSULTANT agree that CONSULTANT is an independent Consultant. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. CONSULTANT shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to BCAG.

SECTION 26 – BREACHES AND DISPUTES

Disputes - Disputes arising in the performance of this AGREEMENT which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCAG's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONSULTANT mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon CONSULTANT and CONSULTANT shall abide by the decision.

Performance During Dispute - Unless otherwise directed by BCAG, CONSULTANT shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Claims for Damages - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this AGREEMENT provides otherwise, all claims, counterclaims, disputes and other matters in question between the BCAG and CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCAG is located.

Rights and Remedies - The duties and obligations imposed by the AGREEMENT Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BCAG or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SECTION 27 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal employment opportunity.

SECTION 28 - DISADVANTAGED BUSINESS ENTERPRISE

CONSULTANT may, at its discretion, take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- A. This AGREEMENT is subject to the requirements of Title 49, Part 26 of the Code of Federal Regulations entitled, "Participation by Disadvantaged Business Enterprises in the Department of Transportation's Financial Assistance Programs". The national goal for participation of DBE is 10%. DBE participation on this AGREEMENT is stated at 1.1% and will assist STATE in meeting its federally mandated statewide overall DBE goal.

- B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONSULTANT, sub-recipient or sub-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.
- C. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
- D. A DBE performs a commercially useful function when it is responsible for execution of the work of the AGREEMENT 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 AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether the DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- E. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, AGREEMENT, 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.
- F. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT 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.
- G. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- I. CONSULTANT must promptly notify BCAG, whenever a DBE subcontractor performing work related to this AGREEMENT is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONSULTANT may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BCAG.

Exhibit 10-0 submitted with proposal shows a commitment of \$XXX in sub - CONSULTANT work to be counted as DBE utilization. Modification to actual utilization will be as approved in writing by BCAG and included as Exhibit 10-02.

SECTION 29 - CIVIL RIGHTS- (EEO, TITLE VI, ADA) COMPLIANCE

During the performance of this AGREEMENT, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following requirements;

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying AGREEMENT:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONSULTANT Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-CONSULTANTS, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for sub-CONSULTANTS Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONSULTANT for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-CONSULTANT or supplier shall be notified by the CONSULTANT of the sub-CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the BCAG or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT shall certify to the BCAG of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of the Contract, the BCAG shall:
1. Withholding of payment to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONSULTANT shall include the provisions of these paragraphs A through F in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any sub-CONSULTANT or procurement as the BCAG or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-CONSULTANT or supplier as a result of such directions, the CONSULTANT may request the BCAG to enter into such litigation to protect the interest of the BCAG, and, in addition, the CONSULTANT may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements
The CONSULTANT will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
- C. CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary

to identify the affected parties.

SECTION 30 - PUBLICATION

- A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with BCAG.
- B. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of BCAG. This report does not constitute a standard, specification, or regulation."

SECTION 31 - COPYRIGHTS

CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that BCAG reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

SECTION 32 - INDEMNIFICATION

CONSULTANT agrees to indemnify and hold BCAG, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liabilities, including all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against BCAG that result from the negligent acts, errors or omissions of CONSULTANT, CONSULTANT's employees, and CONSULTANT's agents. BCAG agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by BCAG's negligent acts, errors or omissions and those of BCAG's CONSULTANTS, sub-CONSULTANTS or anyone for whom BCAG is legally liable, and arising from the project that is the subject of this AGREEMENT.

SECTION 33 - INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONSULTANT, his/her agents, representatives, or employees. At the very least, CONSULTANT shall maintain the insurance coverage, limits of coverage and other requirements as described in ***Attachment I (Professional Services)*** attached to and made a part of this AGREEMENT.

SECTION 34 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, CD-ROMs, computer programs, drawings, designs and reports generated by this AGREEMENT shall belong to and become the property of BCAG in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the

responsibility of BCAG. BCAG shall indemnify and hold harmless CONSULTANT for any use or reuse of said documents except of the original intent related to the PROJECT covered by this AGREEMENT.

SECTION 35 - ACCESS TO RECORDS AND REPORTS

Access to Records

The BCAG, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONSULTANT and its sub-CONSULTANTS that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONSULTANT shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

Record Keeping

The CONSULTANT and all sub-CONSULTANTS shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all sub-agreements.

Accounting Records

The CONSULTANT shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONSULTANT'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

SECTION 36 - NOTICES

Any notices required to be given pursuant to this AGREEMENT shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

A. To BCAG: Ivan Garcia, Programming Director
Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928

B. To CONSULTANT:

Nothing hereinabove shall prevent either BCAG or CONSULTANT from personally delivering any such notices to the other.

SECTION 37 – JURISDICTION

Except as otherwise specifically provided, this AGREEMENT shall be administered and

interpreted under the laws of the State of California. Jurisdiction of litigation arising from this AGREEMENT shall be in that State. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the AGREEMENT shall be in full force and effect.

SECTION 38 – INTEGRATION

This AGREEMENT represents the entire understanding of BCAG and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing signed by BCAG and CONSULTANT. The preceding provisions include, in part, certain Standard Terms and Conditions contained within incorporated attachments and required by THE FEDERAL HIGHWAY AND/OR TRANSIT ADMINISTRATION AND/OR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by THE FEDERAL HIGHWAY AND/OR TRANSIT ADMINISTRATION AND/OR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) are hereby incorporated by reference. Anything to the contrary herein notwithstanding THE FEDERAL HIGHWAY AND/OR TRANSIT ADMINISTRATION AND/OR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any BCAG requests causing BCAG to be in violation of THE FEDERAL HIGHWAY AND/OR TRANSIT ADMINISTRATION AND/OR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) terms and conditions. In the case of conflicting clauses within the agreement and any incorporated attachments, BCAG shall make the final determination regarding applicability prior to final execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the day and year first above written.

BCAG:

CONSULTANT:

By _____
Jon A. Clark, Executive Director

By _____

Date: _____

Date: _____

Exhibit “A” – Scope of Work
To Be Inserted

DRAFT

Exhibit “B” – Compensation
To Be Inserted

DRAFT

Exhibit “C” CERTIFICATION OF OWNER

I HEREBY CERTIFY that I am the ***Executive Director of the Butte County Association of Governments*** and that the consulting firm of **CONSULTANT** or its representatives have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out the AGREEMENT to:

- a. Employ, retain, agree to employ or retain, any firm or person; or
- b. Pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

Jon A. Clark, Executive Director/Chair

Date

Exhibit “D”

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am Name, and the duly authorized representative of Consultant, whose address is Address, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- employed or retained for a commissions, percentage, brokerage, contingent fee, or other consideration, any firm or person, (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this AGREEMENT;
- nor agreed, as an express or implied condition, for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT;
- nor paid, or agreed to pay, to any firm, organization or person (other than a bona fide employees working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature: Name
Company
Title

Date

**EXHIBIT “E” – SCOPE OF CONSULTANT SERVICES –
ADDITIONAL
To Be Inserted**

DRAFT

June 2022
EXHIBIT 10-I

Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

**NOTICE TO PROPOSERS/BIDDERS
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

(Note: Portions of Exhibit 10-I may not apply for all agreements dependent upon scope of services required)

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offeror.”
- 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 Agreements 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 Contractor should 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 bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’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 contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. 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.
- D. 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.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

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. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: [http://www.the Federal Highway and/or Transit Administration and/or the California Department of Transportation \(Caltrans\).ca.gov/hq/bep/](http://www.the Federal Highway and/or Transit Administration and/or the California Department of Transportation (Caltrans).ca.gov/hq/bep/).
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBEs MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. 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 Agreement 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.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

June 2022

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

(Note: Portions of Exhibit 10-J may not apply for all agreements dependent upon scope of services required)

1. Subcontractors

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

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US THE FEDERAL HIGHWAY AND/OR TRANSIT ADMINISTRATION AND/OR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement 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 Agreement, 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 Agreement is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, 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.

If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement 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 Subcontractors

The Agency shall hold retainage from the prime contractor 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 contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor 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 (49CFR26.29) 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 contractor or subcontractor 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Contractor shall maintain records of materials purchased and/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 Contractors 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 Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month (or as determined by the Agency), the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- (2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days. **When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:**

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. 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 Agreement, 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.

Attachment I – Standard Insurance Requirements (Professional Services) (rev.11-16)

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 04 13).
- 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 03 10 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 Acord 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 03 10.
- 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.

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.

Exhibit 10-O2 Local Agency Consultant DBE Utilization

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCATION: **Butte County, CA**

PROJECT DESCRIPTION: Environmental Impact Report for the BCAG 2024 RTP/SCS

TOTAL CONTRACT AMOUNT: \$

PROPOSAL/CONTRACT DATE: Per Agreement

PROPOSER'S/CONTRACTOR/CONSULTANT NAME:

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: TBD/As Needed

Federal Aid Project Number: TBD/As Needed

Federal Share: 0%

Contract Award Date: TBD/As Needed

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Signature

Print Name

Local Agency Representative

(Area Code) Telephone Number: 530-809-4606

Total Claimed Participation

Signature of Proposer

Date _____

(Area Code) Tel. No.

Person to Contact

(Please Type or Print)

For Caltrans Review:

DNA

Date

Caltrans District Local Assistance Engineer

Local Agency Bidder - DBE Commitment
(Rev 3/09)

Attachment A – Scope of Work

Task 1: Project Initiation and Information Collection

Task 1.1 Consultant Kickoff Meeting, Information Collection & Project Management

- Consultant will coordinate with BCAG staff to schedule an initial kickoff meeting to review the project scope, schedule, work products, management, and communication procedures, finalize project priorities and objectives, and identify any critical and/or regional issues as background to the project.
- BCAG and Consultant will review and identify information that is currently available and that is anticipated to be available for use in the EIR.

Task 1.2 Administrative Coordination

- Bi-weekly conference calls with Consultant and BCAG staff, as needed, to discuss progress towards meeting schedule and producing key deliverables. Monthly progress reports will be submitted to the BCAG project manager in association with invoicing.

Task Deliverables
<ul style="list-style-type: none">• Copy of Executed Contract with Consultant and Detailed Project Delivery Schedule• Consultant Kickoff Meeting Agenda, Minutes• Agendas and Meeting Minutes; Monthly Progress Reports

Task 2: Notice of Preparation

Task 2.1 Notice of Preparation (NOP)

- Consultant will prepare the Notice of Preparation (NOP) for the project. The NOP will include a project description, location map, and list of environmental issues to be studied in the Draft EIR. Consultant will submit a draft version of the NOP for BCAG review.
- Consultant will provide/submit the final NOP to BCAG for circulation to concerned agencies, organizations and required postings including county clerk, State Clearinghouse in Sacramento.

Task 2.2 Response to Agency Comments

- Consultant will review and assess and respond to agency comments and provide recommendations on how to address them during the EIR process. Comments will be summarized in the Draft EIR and provided as an appendix.

Task Deliverables
<ul style="list-style-type: none">• Appendix containing comments received and responses provided

Task 3: Community Outreach Public Scoping Meetings

Task 3.1 Community Outreach and Public Scoping Meetings

- Community outreach & public scoping will be driven by the EIR requirements. Consultant will conduct up to four public scoping meetings for the EIR, during the 30-day NOP review period, coordinated with 2024 RTP/SCS public outreach process. CEQA requires scoping meetings for regionally significant projects. The scoping meetings would involve a brief presentation by Consultant summarizing the RTP/SCS and the CEQA process, followed by an opportunity for public comment on the EIR scope.
- Consultant will document and address comments received.

Task Deliverables
<ul style="list-style-type: none">• Initial community outreach and public scoping materials• Appendix documenting comments received, and responses provided

Task 4: Prepare Draft EIR

Task 4.1 The Draft EIR will include all of the components required by CEQA including:

- Project Description
- Description of setting/baseline conditions
- Identification of known areas of controversy
- Identification of significant environmental impacts
- Feasible mitigation measures
- List of unavoidable significant impacts
- Analysis of project alternatives
- Discussion of consistency with other plans

Task 4.2 Description of how BCAG member agencies can use CEQA streamlining provisions.

- Consultant will document how BCAG member agencies can benefit utilizing CEQA streamlining provisions.

Task 4.3 Administrative Draft EIR

- The administrative draft will be prepared in accordance with and include all required sections described in Article 9, Sections 15120-15132 of the CEQA guidelines which sets the standards for adequacy of an EIR.
- Consultant will provide outline of required elements of EIR.

Task 4.4 Publication of the Draft EIR & Response to Comments

- This task involves the production, editorial work, and communication processes to publish the Draft EIR for circulation, public and agency review and comment for a 45-day period.
- This includes collecting and responding to public and agency comments.

- Two public hearings are anticipated as part of this task including the preparation of materials needed.

Task Deliverables
<ul style="list-style-type: none"> • Documentation and material for public hearing / outreach • Meeting notes and responses to inquiries/comments • Draft EIR

Task 5: Prepare Mitigation Monitoring and Reporting Program

Task 5.1 The Mitigation Monitoring and Reporting Program (MMRP) will be prepared to ensure the implementation of mitigation measures identified to reduce adverse environmental effects of the project.

- Preparation of detailed tables that describes agency responsible for monitoring compliance with each condition.
- Timing when monitoring must occur.
- Frequency to be used to determine compliance with conditions.

Task Deliverables
<ul style="list-style-type: none"> • Mitigation Monitoring and Reporting Program

Task 6: Prepare Finding and Statement of Overriding Considerations (if necessary)

Task 6.1 Preparation of a CEQA Findings, including any statement of overriding consideration for unavoidable significant impacts (if necessary) may be required.

- Preparation of draft and final findings complying with Section 15091 and 15093 of the CEQA Guidelines.

Task Deliverables
<ul style="list-style-type: none"> • Final Findings and Statement of Overriding Considerations addressing comments received.

Task 8: Prepare Final EIR

Task 8.1 Preparation and delivery of final CEQA compliant EIR for the 2024 RTP/SCS

- Ten (10) bound copies of the Final SEIR including MMRP, Findings and Statement of Overriding Considerations, and technical appendices, one electronic copy of the Final SEIR in both Word and PDF formats and flash drive.

Task Deliverables
<ul style="list-style-type: none"> • Hard copies, electronic copies, and flash drive.

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS - 2024 RTP/SCS Environmental Impact Report
Draft Schedule

2024 RTP/SCS EIR Tasks	2023						2024											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TASK 1. Project Initiation & Data Collection																		
Task 1.1 Consultant Kickoff																		
Task 1.2 Data Collection																		
Task 1.3 Administrative Coordination																		
TASK 2. Notice of Preparation																		
Task 2.1 Notice of Preparation																		
Task 2.2 Response to Comments																		
TASK 3. Community Outreach and Public Meetings																		
Task 3.1 Community Outreach and Public Scoping Meetings																		
TASK 4: Prepare Draft EIR																		
Task 4.1 Draft EIR Development																		
Task 4.2 CEQA Streamlining provisions for Local Agencies																		
Task 4.3 Administrative Draft EIR																		
Task 4.4 Draft EIR & Response to Comments																		
TASK 5: Prepare Mitigation Monitoring and Reporting Program																		
Task 5.1 Prepare Mitigation Monitoring and Reporting Program																		
TASK 6: Prepare Finding and Statement of Overriding Considerations (if necessary)																		
Task 6.1 Preparatory requirements if necessary																		
TASK 7: Final EIR																		
Task 7.1 Delivery of bound copies, electronic copies and flash drive																		

Updated 06/21/2023

ATTACHMENT I – STANDARD INSURANCE REQUIREMENTS (PROFESSIONAL SERVICES) (REV 11-16)

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 04 13).
- 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 03 10 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/BRTC 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 Acord 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/BRTC.

D. OTHER INSURANCE PROVISIONS

1. General liability insurance policies shall be endorsed to state:

- a.) BCAG/BRTC, 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/BRTC, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 03 10.
- b.) Consultant's insurance coverage shall be primary insurance, except for auto, as respects BCAG/BRTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BCAG/BRTC, 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/BRTC **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/BRTC before work under the contract has begun. BCAG/BRTC reserves the right to require complete, certified copies of all insurance policies required by this contract.

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/BRTC certificates of insurance and endorsements before beginning work under this contract.