



REQUEST FOR PROPOSALS

EL DORADO COUNTY Next Generation Transportation Investments Strategy

November 7, 2023

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 EASY STREET, SUITE 1
PLACERVILLE, CALIFORNIA 95667
(530) 642-5260
www.edctc.org**

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- Alex Fong (ex-officio)** as designated by the Director of Caltrans District 3
- Cody Bass (ex-officio)**..... City of South Lake Tahoe

EDCTC STAFF

- Woodrow Deloria**..... Executive Director
- Dana Keffer**..... Administrative Analyst
- Karen Thompson**..... Fiscal Officer
- Jerry Barton**..... Senior Transportation Planner
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REQUEST FOR PROPOSALS

Next Generation Transportation Investments Strategy

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I. INTRODUCTION

The El Dorado County Transportation Commission (“EDCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for El Dorado County. EDCTC represents the regional transportation planning interests and is responsible for coordinating regional transportation for the western slope of El Dorado County and the City of Placerville. This planning and programming authority does not include that portion of the County within the Tahoe Regional Planning Agency (TRPA) boundaries. TRPA is the RTPA for the Tahoe area.

The Commission is composed of the following members: four Supervisors appointed by the El Dorado County Board of Supervisors, three Council Members appointed by the City of Placerville and two ex-officio non-voting members: one Council Member from the City of South Lake Tahoe and one from the California Department of Transportation (Caltrans, District 3). The City of Placerville also appoints a Council Member to serve as an alternate.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Commission include the following:

1. Establishment of rules and regulations to provide for administering transportation planning and allocating the Transportation Development Act (TDA) Funds.
2. Receipt and approval of claims for TDA Funds.
3. Conduct public meetings and hearings as required by law.
4. Administer the regional transportation planning process
5. Every five years update and adopt a Regional Transportation Plan.
6. Every two years adopt a Regional Transportation Improvement Program.
7. Work with the Sacramento Area Council of Governments, as the federally-designated transportation planning agency for El Dorado County to determine air quality conformity of transportation plans, programs, and projects.
8. Oversee the delivery of State Transportation Improvement Program projects, pursuant to the requirements of Senate Bill 45 (Statutes of 1997) and the April 1998 Memorandum of Understanding with Caltrans.
9. Coordinate, consult, and collaborate with the Shingle Springs Rancheria.
10. Conduct outreach efforts to the traditionally under-represented and under-served populations such as the elderly, disabled, low-income, and minority (i.e. Black, Hispanic, Asian American, American Indian/Alaskan Native, and Pacific Islander) community groups.
11. Administer the El Dorado County Airport Land Use Commission and related aviation system planning activities.
12. Administer the El Dorado County Freeway Service Patrol.

II. BACKGROUND

As a Regional Transportation Planning Agency, EDCTC must develop long range plans and transportation studies which provide data, analytics, and information which informs transportation investments across the west slope of El Dorado County. Additionally, EDCTC must ensure that investments help achieve statewide goals for transportation, environmental quality, Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) reduction while advancing economic growth and social equity. Changes in transportation funding policies at the state and

federal levels combined with a paradigm shift in performance outcomes toward equity, adaptation and resiliency, and combating climate change have presented new challenges in the rural regional transportation planning space. Consequently, EDCTC, representing a large rural county, is evermore challenged by these performance metrics due to low population densities, expansive geography, and widely dispersed disadvantaged cohorts, each of which are key metrics in all transportation funding programs. To overcome some of these challenges, EDCTC will develop a data-driven performance-based transportation investment strategy which aligns with these new policies and performance outcomes to include, but not limited to; goals and policies for the State's Climate Action Plan for Transportation Investments (CAPTI); AB 1279, the California Climate Crisis Act of 2021; Executive Orders on Climate Change, (EO) N-19-19, and N-79-20, as well as considerations for equity, disadvantaged communities, public health, Title VI, and Environmental Justice. EDCTC was awarded Caltrans Sustainable Transportation Planning Grant funding to work with proven subject area experts to expand our data and information related to the subject matter. **The Next Generation Transportation Investments Strategy (Next Gen Strategy)** will ensure that EDCTC can advance statewide goals related to land use, multi-modal transportation, climate and equity, and continue to deliver transportation projects that meet the needs of today's rural residents.

III. PROJECT SUMMARY AND DESCRIPTION

Rural regional transportation planning agencies like EDCTC have a unique purpose to represent areas of the state with expansive geographies, low population densities, and few urban centers. As more focus is placed on combating climate change, more transportation planning and funding policies are targeting large populations in the urban centers across California, further challenging rural and suburban regions in their ability to compete for and secure resources. EDCTC's efforts have historically focused on traditional transportation policies and programs which no longer align with this shift in performance outcomes. To overcome this, EDCTC is developing the Next Gen Strategy to reflect these changes with technical support, research, and data to support the statewide transportation goals in performance measurement, asset management, and project delivery. The 2023 Draft Regional Transportation Plan Guidelines for Regional Transportation Planning Agencies identify three performance management focus areas, PM1; safety, PM2; National Highway System (NHS) Pavement and Bridge Condition, and PM3; NHS performance, Interstate System Freight Movement, and Congestion Mitigation and Air Quality Program Performance. EDCTC, being a small agency, does not have the resources or technical knowledge to analyze performance outcomes such as these and other GHG/VMT reduction, climate equity and disadvantaged community related metrics at the detail required for today's highly competitive and technical funding applications and planning documents. The Next Gen Strategy will provide EDCTC with the necessary support, resources, data, analytics and performance measurement tools to ensure EDCTC can help deliver projects across the region which contribute to the statewide goals. Additionally, supporting this effort will provide the expertise to better understand how the disadvantaged and underserved residents of El Dorado County can be better served through implementation of the Next Gen Strategy and related planning efforts such as the Caltrans US 50 Comprehensive Multimodal Corridor Plan (CMCP) Plan, SACOG Metropolitan Transportation Plan Sustainable Communities Strategy (MTP/SCS), and El Dorado County Regional Transportation Plan (RTP).

Proposed Budget and DBE Goal

The proposed budget for the Next Gen Strategy is \$200,000, and consultants should submit a proposal based on that funding level.

The Next Gen Strategy is funded by a Federal Transit Administration 5304 grant and per grant guidelines, conceptual drawings and design are eligible activities, but engineering plans,

design specification work, and environmental documentation are not eligible. Therefore, the plan will be limited to planning level conceptual drawings and design.

Proposers are advised that EDCTC has established a federally mandated overall annual Disadvantaged Business Enterprise (DBE) goal, to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, EDCTC set a contract goal for DBE's participating in this solicitation expressed as a percentage of the total dollar value of the resultant professional services agreement. EDCTC has established a **DBE goal of 11.51%** for this contract.

EDCTC identified the following elements of the scope of work as a potential opportunity for a DBE subcontractor to be used to meet the contract DBE goal of 11.51%: Survey, Public Outreach and Non-traditional Public Outreach. However, proposers can utilize DBE's on other tasks in order to meet the contract DBE goal.

In order to be considered a responsible and responsive proposer, the proposer must meet the contract DBE goal, and/or make a "Good Faith Effort" (GFE) to meet the contract goal for DBE participation as established in this Request For Proposals (RFP). When the DBE goal cannot be met, a GFE must be prepared and submitted in order for a proposal to be considered responsive. A GFE must clearly demonstrate that the proposer took all necessary and reasonable measures to achieve the contract DBE goal. Failure to complete and submit the required DBE information and forms (see Attachments 2, 3, and 4), will be grounds for finding the proposer non-responsive and cause for rejection of the proposal. It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and to verify DBE certifications.

As the Regional Transportation Planning Agency for El Dorado County, EDCTC is committed to engaging the public, stakeholders, and partner agencies in all phases of transportation planning and programming. Therefore, it is strongly encouraged that consultants submit a proposal that includes a public outreach plan with the scope necessary to engage the general public and stakeholders throughout development of the Next Gen Strategy.

The consulting contract will be an agreement between EDCTC and the consultant(s). EDCTC staff will provide contract administration services. The consultant(s) will invoice EDCTC for services rendered and EDCTC will pay the consultant(s) for these services. Funding for the consultant(s) services will be provided by EDCTC utilizing Federal, State, and or local funding sources. The EDCTC Board of Directors will award the contract.

IV. SCOPE OF WORK/SERVICES

Task 1: Data Collection, Growth Forecasts, Charts, Graphs

Today's transportation funding sources and planning efforts request extensive technical and empirical data to support competitive funding applications. The consultant will perform an assessment of current best practices in transportation planning and conduct an analysis of data points and metrics in current and emerging funding sources at the state and federal level. The consultant will develop baseline and forecast data around population, housing, employment/labor market, home ownership/rental costs and trip patterns and transportation mode choice. Data and analytics will be presented in scalable and clear methods to allow for information dissemination across multiple virtual and online platforms.

Task 1 Deliverables

- Identification and review of emerging best practices in data collection and analytics for rural regions
- Comprehensive transportation and land use planning data sets
- Data and information dissemination to be conveyed and distributed in an easily shared, cross-platform format

Task 2: Equity, Justice 40, and DAC Analysis

Both California and the Federal Administration have committed to a whole-government approach to righting the wrongs of the social injustice resulting from land use policy and infrastructure development of the past. Equity and inclusion have become integrated into nearly every transportation planning and funding program or policy on every level of governance. Therefore, the consultant will perform a social equity assessment to better understand how these key metrics can be integrated into transportation planning for the Western Slope of El Dorado County. Gaining this understanding and awareness will ensure EDCTC can best support these marginalized and underserved populations within the transportation planning context.

Task 2 Deliverables

- Social Equity Assessment for the Western Slope of El Dorado County
 - Mapping and tabular data illustrating the underserved and disadvantaged cohorts across the west slope of El Dorado County
- Fiscally constrained investment plan to deliver transportation projects which support marginalized and underserved populations

Task 3: Climate Adaptation and Resiliency Analysis

Climate Adaptation and Resiliency have also become primary objectives in transportation planning and funding at both the State and Federal levels. The task of demonstrating environmental factors related to resiliency and efforts to combat climate change require in depth scientific analysis of extreme weather events, flood, drought, wildfire, erosion, and air quality. The consultant will conduct an analysis of climate risks on the western slope of El Dorado County and prepare a summary of issues facing the region and investment strategies to improve resiliency, adapt and harden the infrastructure to extend life cycles and reduce costs related to impacts.

Task 3 Deliverables

- Risk assessment of transportation network in El Dorado County
- Risk severity matrix of existing and anticipated impacts to the transportation network resulting from climate change
- Transportation funding strategic plan which identifies specific investments aimed to target and reduce or eliminate risks to the transportation system

Task 4: VMT, GHG, and Trip Reduction Modeling

The consultant will conduct a Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) analysis for the western slope of El Dorado County, based on current transportation trends. The consultant will also prepare a short- and long-range forecast demonstrating future VMT, GHG, and transportation trips patterns based on supporting land use and

transportation project forecasts consistent with the EDCTC Regional Transportation Plan and SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy, Caltrans Comprehensive Corridor Management Plan.

Task 4 Deliverables

- Baseline VMT, GHG and Trip Analysis
- Short and long term forecast VMT, GHG and Trip Analysis
- Digital graphic information displays for trip patterns, VMT and GHG

Task 5: Infill Analysis, EV Planning, Innovation, Microtransit

Consultant will conduct a land use analysis based on the approved El Dorado County General Plan, as well as a conceptual forecast land use map indicating potential infill land use scenarios based on current planning activity. Consultant will identify electric and alternative fueling demand and station locations based on available grid capacity and convenience. Consultant will build upon emerging trends in transportation to develop an investment plan comprised of innovative and transformative transportation projects. Consultant will use land use analysis to provide options to explore rural microtransit and micromobility opportunities.

Task 5 Deliverables

- Land Use Scenario Maps and Analysis
- Electric and alternative fueling demand analysis
- Innovation opportunities analysis, description, and map
- Potential microtransit and micromobility options analysis, description, and map

Task 6: Performance Measures and Project Prioritization

Consultant will prepare actionable performance measures for El Dorado County, based on state transportation and federal performance goals. Performance measures will be utilized to develop prioritization methodology to support project list development for strategic transportation investments over five-year increments. Project lists and prioritization will be coordinated with EDCTC and SACOG and actionable based on financial forecasts from the adopted Regional Transportation Plan.

Task 6 Deliverables

- Next Generation Transportation Investment Strategy Performance Measures
- Multi-Modal Transportation prioritization methodology

Task 7: Survey, Public Outreach and Non-traditional Outreach

Consultant will prepare a public outreach and engagement plan for the Next Generation Transportation Investment Strategy to be approved by EDCTC staff. One of the first efforts will be the development of a community transportation survey targeted to residents of El Dorado County and a response matrix. The outreach effort will utilize both in-person and virtual tools and methods to engage the diverse group of community members and representatives needed to make the transportation investment strategy successful, including disadvantaged and hard to reach stakeholders. The project scope will conduct engagement for the general public in the form of a minimum of three in-person public workshops, three in-person on location pop-up events, and three virtual public workshops.

In-person engagement tools will include traditional public meetings and workshops that provide live polling and educational multi-modal displays to help facilitate discussions. Pop-up events will target disadvantaged and underrepresented communities. One of the lessons of COVID-19 is that virtual engagement expands public participation and results in participation by more diverse communities, so even though there will be in-person engagement, the planning effort will also utilize virtual engagement to expand public participation. Virtual engagement tools will include virtual public meetings with live polling to facilitate discussions, project team informational videos and/or animated informational videos, and online questionnaires. The consultant will develop an interactive public engagement platform, such as Social Pinpoint, to be used to garner input.

All materials produced for either in-person or virtual outreach, including public meeting agendas and meeting summaries, will be made available to the public on the planning project website and EDCTC Facebook page.

A key goal of the outreach effort will be to develop an engagement approach that provides an accessible and meaningful way for disadvantaged communities to share their voice. Whether the engagement is in-person or virtual, connecting with disadvantaged and underrepresented communities requires identifying barriers to participation and finding ways to reduce them. Technology can be a barrier in hard-to-reach communities where households do not own a computer or tablet. However, most people, even in hard-to-reach communities, own a cell phone and would have access to informational videos or online questionnaires intended to make it easier for community members to engage and understand higher-level project concepts. The public outreach effort will also conduct engagement with the Shingle Springs Band of Miwok Indians tribal government and other non-federally recognized tribes, as appropriate.

The project will utilize two advisory committees: A Project Development Team (PDT) comprised of partner agencies and a Stakeholder Advisory Committee (SAC) made up of a diverse range of groups and organizations in the project area.

The PDT's purpose will be to facilitate agency coordination and partnership on project issues and to provide a forum for agency guidance on technical issues, including the inter-agency and inter-jurisdictional coordination necessary for transportation planning. PDT meetings will be held both in-person and virtually. EDCTC and the consultant will hold PDT meetings throughout the project, and if necessary, EDCTC will meet individually with PDT members. The PDT will include but not be limited to, governmental partner agencies, Caltrans, US Forest Service, El Dorado Transit, El Dorado County Department of Transportation, El Dorado Hills and Cameron Park Community Service Districts, the City of Placerville, EDCTC, and the consultant team.

The public outreach effort will also leverage community partnerships through a comprehensive and diverse Stakeholder Advisory Committee (SAC). Each SAC group, organization, or agency will appoint one of their members to be their SAC representative to attend SAC meetings, express the specific interests of their group or organization and communicate SAC meeting information to the other members of their group, organization, or agency. As people who live and work in communities within the project area and are users of the state and local transportation network, SAC members (and the public at large) are local experts who will be invaluable assets to the project and will be relied upon to provide their unique perspectives on regional transportation issues.

Task 7 Deliverables

- Next Generation Transportation Investment Strategy Public Outreach Plan
- Survey and survey summary report
- In-person and/or virtual public meeting agendas, summaries, sign-in sheets, and other materials presented at the meeting, project team informational videos, animated informational videos, in-person and online questionnaires, community surveys, PowerPoint Presentations, flyers, website announcements, conceptual drawings, bilingual services, receipts for light snacks
- PDT Deliverables: Agendas, meeting notes, list of attendees, list of action items.
- SAC Deliverables: Stakeholder list, EDCTC Board meeting minutes that show ratified SAC members, SAC meeting agendas, summaries, list of attendees, list of action items.

Task 8: Financial Investment Strategy

In coordination with EDCTC and SACOG, Consultant will prepare a financial investment strategy based on current available and emerging state and federal fund sources for transportation. The consultant will analyze historic funding levels and project future funding levels, taking into account the impacts and changes to EDCTC funding levels as a result of the 2022/23 Federal Highway Administration Corrective Action on Caltrans. Consultant will prepare a comprehensive financial forecast spreadsheet, and will develop pie charts and graphs to simply and visually display available funding levels. The financial forecast will be utilized in conjunction with performance measurement tools to assist in prioritizing projects and developing actionable multi-modal transportation improvements. Consultant will also perform a sketch level tolling analysis to determine potential revenue generation from managed-lane scenarios along the US 50 Corridor.

Investments will focus on safety, operations, and maintenance as well as innovative ways to maximize utilization of the existing transportation system.

Task 8 Deliverables

- Financial Forecast Spreadsheet, tables, pie charts and graphs
- Sketch level tolling analysis and revenue estimate for managed lanes along the US 50 Corridor

Task 9: Graphic Enhancement and Digital Interface

Consultant will prepare information with graphically enhanced figures, photos, and information displays. The Next Generation Transportation Investment Strategy will be prepared with a consistent format and theme. The document will be prepared to ensure digital compatibility and functionality across multiple platforms, taking into consideration ADA requirements and EDCTC technical capability. Consultant will develop options for online digital display for maximum readability including flipbook or storybook type format. The consultant will develop an interactive public engagement platform, such as Social Pinpoint, to be used to engage through implementation of the plan. The consultant will embed interactive mapping and include resource links to additional topical information throughout the document.

Task 9 Deliverables

- Graphically and Digitally Enhanced Next Generation Transportation Investment Strategy digital files provided in functional format for online posting consistent with current public agency requirements for accessibility
- Embedded interactive mapping to include resource links to additional topical information throughout the document

Task 10: Prepare and Present Next Generation Transportation Investment Strategy

All elements of the Draft Next Generation Transportation Investment Strategy will be individually presented to the PDT and SAC for their review upon completion. Comments will be incorporated as appropriate, and the revised draft will then be presented to the EDCTC Board at a regularly scheduled EDCTC Board meeting for their review and to receive public comment. The Draft Next Generation Transportation Investment Strategy presented to the EDCTC Board will include a list of comments made by the PDT and SAC.

Task 10 Deliverables

- Draft Next Generation Transportation Investment Strategy
- Comprehensive Draft Next Generation Transportation Investment Strategy that includes EDCTC Board, PDT, SAC, and Public Review with a list of comments made.
- Consultant will prepare and deliver 10 print copies of the Draft Next Generation Transportation Investment Strategy

Task 11: Prepare Final Next Generation Transportation Investment Strategy

Consultant will incorporate comments made by the EDCTC Board, PDT, SAC, and the public on the Draft Next Generation Transportation Investment Strategy and will prepare the Final Next Generation Transportation Investment Strategy.

Task 11 Deliverables

- Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, ready for electronic submittal to Caltrans. An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC.
- Consultant will prepare and deliver 10 print copies of the Final Next Generation Transportation Investment Strategy

Task 12: Board Review/Approval

The Final Next Generation Transportation Investment Strategy as completed in Task 11 will be presented to the EDCTC Board at a regularly scheduled EDCTC meeting for review and approval by resolution as complete. The EDCTC project manager will prepare EDCTC Board final plan staff reports and direct and monitor the consultant's delivery of other agenda items necessary for completion of Task 12.

Task 12 Deliverables

- EDCTC Board Agenda for final plan with presentation materials, meeting minutes, and approval resolution.

V. **CONTACT PERSON**

Jerry Barton, Project Manager, Senior Transportation Planner
 El Dorado County Transportation Commission
 2828 Easy Street, Suite 1, Placerville, CA 95667
 530-642-5267, jbarton@edctc.org

VI. **PROJECT TIMETABLE**

November 7, 2023..... Issue Request For Proposals
 December 22, 2023..... **Closing Date for Receipt of Proposals**
 January 3, 2024Finalists contacted to schedule interviews, if required
 January 10, 2024Conduct interviews, if required
 February 1, 2024.....Contract award, execute contract

Proposals must be **received** no later than **4:00 pm on** December 22, 2023 at the EDCTC office.

**EL DORADO COUNTY TRANSPORTATION COMMISSION
 2828 EASY STREET, SUITE 1
 PLACERVILLE, CA 95667**

Proposals must be submitted in a sealed envelope that is clearly marked “**Next Generation Transportation Investments Strategy.**” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. EDCTC will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VII. **GENERAL CONDITIONS**

A. **Limitations**

This Request for Proposals (RFP) does not commit EDCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. EDCTC expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. EDCTC reserves the right to withdraw this RFP at any time without prior notice. Further, EDCTC reserves the right to modify the RFP schedule described above.

B. **Award**

EDCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. EDCTC also reserves the right to award the

contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure EDCTC receives a fair and reasonable price.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by EDCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of EDCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP,
2. Submitting proposals to EDCTC,
3. Negotiations with EDCTC on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, EDCTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. EDCTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by February 1, 2024.

G. Term

The term of the contract will be 2 years from approximately February 1, 2024 (award date) to completion of the project. Project shall be completed prior to June 30, 2026, or as agreed upon by the proposer and the EDCTC Project Manager.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by EDCTC to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the El Dorado County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC): \$1,000,000 per claim.

J. Contract Arrangements

The proposer is expected to execute a contract similar to EDCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. EDCTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
2. DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. 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 for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

- A. A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and
 - B. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
5. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to EDCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of EDCTC and an awareness of issues specific to the Next Generation Transportation Investments Strategy.

4. Technical Approach

Technical approach should include:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services;
- b) A brief description of the firm's experience with similar projects;
- c) A thorough explanation of the consultant's proposed course of action. References should be made to the RFP requirements and the consultant's plans for meeting those requirements; and
- d) An itemized description of the proposed project schedule and the end products to be produced.

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely and that the quality of the products will meet EDCTC's requirements.

6. Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Time and Services Proposal: The Proposal must indicate the anticipated total efforts, expressed in percentages of person-hours to be provided by each professional and each member of the supporting professional staff. Specific responsibilities of the lead consultant and other key personnel should be detailed. Do not include any cost information with the time and services proposal.

7. Consultant Qualifications and References

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

8. Cost Proposal

The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize the direct hourly rates, fringe benefit rate, indirect cost rate, travel, materials and supplies. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. See the attached Sample Cost Proposal including the requirements for indirect cost reimbursement. The same cost proposal detail is required for sub-consultants. Include a total "not-to-exceed" amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope. This separately sealed envelope will not be opened until the consultants' proposals have been ranked based on their qualifications.

9. Number of Copies

The proposer must provide two (2) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request For Proposals.

All proposals shall be **received** no later than **4:00 pm on Friday, December 22, 2023** at the El Dorado County Transportation Commission, 2828 Easy Street, Suite 1, Placerville, California 95667. All proposals shall be submitted in a sealed envelope that is clearly marked "**Next Generation Transportation Investments Strategy.**" Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transportation Commission.

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

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of EDCTC and the selected Evaluation Committee will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews on the date identified in the project timetable. Previous clients will also be called. The panel will make recommendations to the EDCTC Executive Director on the basis of the proposal, oral interview, and reference check. EDCTC reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding the purpose and requirements of the Next Generation Transportation Investments Strategy;
- Familiarity with the project area and the type of issues and problems associated with the project.

Time and Services Proposal:

- Ability to meet the project's goals and objectives;
- Approach to be followed and the tasks to be performed, including detailed steps, resources required, and proposed project schedule;
- Qualifications, specific experience, and technical competence of the personnel to be assigned to this contract.

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, EDCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

X. PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the EDCTC concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the EDCTC. Such protests shall be applicable only to procurements wherein the EDCTC requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

Procurements involving FTA funds are subject to additional protest procedures established by that agency. Procedures applicable to FTA-funded procurements are so identified.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the EDCTC working days.

FILE OR SUBMIT: Refers to the date of receipt by the EDCTC.

INTERESTED PARTY: All bidders or proposers involved in an EDCTC procurement.

This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms “offer” and “proposal” as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist; or, b) the EDCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

Protests of the EDCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

D. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the EDCTC.
2. Protests must be submitted in writing to the attention of the EDCTC Executive Director. The written protests shall include:
 - (a) The name, address, and telephone number of the protester
 - (b) The EDCTC solicitation number and project description
 - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - (d) The resolution sought from the EDCTC by the protester.
3. The EDCTC Executive Director shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.

4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - (a) The goods or services being procured are urgently required
 - (b) Delivery or performance will be unduly delayed by failure to make an award promptly
 - (c) Failure to make prompt award will result in termination of a critical EDCTC function or activity or otherwise cause undue harm to the EDCTC, or
 - (d) The EDCTC Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The EDCTC Executive Director shall be responsible for making a written determination that circumstances require the EDCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the EDCTC Executive Director.

5. All protests received within the specified period shall be examined by the EDCTC Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the EDCTC.

6. The EDCTC Executive Director may attempt to resolve the protest with the affected party. If a) the EDCTC Executive Director elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the El Dorado County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the EDCTC Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.
7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The EDCTC Executive Director shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the EDCTC may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall

be awarded within five (5) days following the Commission's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Commission is to uphold the protest, then the EDCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the EDCTC Executive Director award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the EDCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the EDCTC Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the EDCTC Executive Director shall effect an agreement with the Contractor for suspension of activity.

F. Additional Protest Procedures for FTA-Funded Procurements

FTA Protest Review Procedures

The EDCTC shall inform protesting parties that circumstances under which FTA will accept and review protests are limited to the following:

- (a) The alleged failure of the EDCTC to have written protest procedures
- (b) The alleged failure of the EDCTC to follow such procedures
- (c) The alleged violation by the EDCTC of a specific federal requirement which provides an applicable complaint procedure

In the instance of (c) above, the applicable complaint procedure shall be submitted and processed in accordance with pertinent federal regulations e.g., 49 CFR Part 661, Section 661.15 for Buy America, or 49 CFR Part 26 for Disadvantaged Business Enterprise (DBE) participation.

Should a protest be filed with FTA under either (a) or (c) above, the following process will be used by FTA pursuant to Circular 4220.1B, Chapter V:

1. Parties shall file a protest with FTA no later than five (5) days after a final decision is rendered by the Commission as provided herein. In instances where the protester alleges that the EDCTC failed to make a final determination on the protest, protesters shall file a protest with FTA no later than five (5) days after the protester knew or should have known of the EDCTC' failure to render a final determination on the protest.
2. The EDCTC shall not award a contract for five (5) days following its decision on a bid protest except in accordance with the provisions and limitations of item 9 and item 4 of the protest procedures. After five (5) days, the EDCTC shall confirm with FTA that FTA has not received a protest on the contract in question.
3. Protests shall be filed with the FTA Region IX office.
4. The protest filed with FTA shall:
 - (a) include the name and address of the protester
 - (b) identify the grantee, project number, and the number, if any, of the contract solicitation.

- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and should be supported by documentation to the extent possible
 - (d) include a copy of the local protest filed with the EDCTC along with a copy of the EDCTC decision, if any.
- 5. FTA shall notify the EDCTC in a timely manner of the receipt of a protest. FTA shall instruct the EDCTC to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The EDCTC shall instruct all who receive such notice that they may communicate further directly with FTA.
- 6. The EDCTC shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:
 - (a) a copy of the EDCTC protest procedures.
 - (b) a description of the process followed concerning the protest, and
 - (c) any supporting documentation
- 7. The EDCTC shall provide the protester with a copy of the above submission.
- 8. The protester may provide any comments on the EDCTC submission no later than ten (10) days after the protester's receipt of such material.
- 9. When a protest has been filed in a timely fashion with the EDCTC before award, the EDCTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA, during the period in which the protest is pending, unless the EDCTC determines that:
 - (a) The items to be procured are urgently required.
 - (b) Delivery or performance will be unduly delayed by failure to make the award promptly, or
 - (c) Failure to make prompt award will otherwise cause undue harm to the EDCTC or the Federal Government

In the event that the EDCTC determine that the award is to be made during the five (5) day period following the local protest decision or the period in which the protest is pending, the EDCTC shall notify FTA prior to making such award.

- 10. Upon receipt of the material described herein, FTA will either request further information or a conference among the parties, or will render a decision on the protest.
- 11. The protest procedures contained herein shall be included in solicitation documents issued by the EDCTC for all federally assisted procurements.

XI. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract . All invoices will be mailed to the EDCTC office at 2828 Easy Street, Suite 1, Placerville, CA 95667.

XII. PROFESSIONAL SERVICES AGREEMENT

The selected consultant must enter into a Professional Services Agreement with EDCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget and schedule to complete the study will be incorporated into the professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in EDCTC's sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS:

- 1: Sample Cost Proposal
- 2: Sample Professional Services Agreement
- 3: Notice to Proposers DBE Information (FTA or FHWA Funded Projects)
- 4: Consultant Proposal DBE Commitment (FTA or FHWA Funded Projects)
- 5: Appendix E of the Title VI Assurances

**ATTACHMENT 1
SAMPLE COST PROPOSAL**

COST-PLUS-FIXED FEE OR FIRM FIXED PRICE CONTRACTS

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant
Project No.

_____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-

c) **TOTAL DIRECT LABOR COSTS** \$ _____ -

INDIRECT COSTS

d) Fringe Benefits Rate:	0.00%	e) Total Fringe Benefits [(c) x (d)]	\$ _____ -
f) Overhead Rate:	0.00%	g) Overhead [(c) x (f)]	\$ _____ -
h) General and Administrative Rate:	0.00%	i) Gen & Admin [(c) x (h)]	\$ _____ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____ -

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 0% \$ _____ -

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Total
Mileage Costs	\$ _____ -
Supplies	\$ _____ -
Copies	\$ _____ -
Other	\$ _____ -
Other	\$ _____ -

l) **TOTAL OTHER DIRECT COSTS** \$ _____ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1	\$ _____ -
Subconsultant 2	\$ _____ -
Subconsultant 3	\$ _____ -
Subconsultant 4	\$ _____ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ _____ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____ -

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- Source: Caltrans Local Assistance Procedures Manual Exhibit 10-H1

ATTACHMENT 2



PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE

Month, day, year

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 Easy Street, Suite 1
PLACERVILLE, CALIFORNIA 95667-3907
530.642.5260
www.edctc.org**

AGREEMENT

This agreement is made and entered into this _____ day of _____ 20____, by and between the EL DORADO COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "EDCTC" or the "Commission" and **COMPANY NAME**, a (*JURISDICTION* corporation) (*JURISDICTION* limited liability corporation) (*JURISDICTION* limited partnership) (*an individual doing business as*), hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

TERMS OF AGREEMENT

1) **SERVICES TO BE PERFORMED BY CONSULTANT**

The Scope of Work is described below. Consultant will perform all services necessary to complete the Scope of Work. The Consultant will receive general direction from the EDCTC Executive Director.

Scope of Work

Tasks will include the following:

General

The Executive Director of EDCTC or their designee must approve the final form of each project deliverable prior to acceptance by EDCTC.

Any references herein to subconsultants are for convenience only and Consultant remains responsible for the performance of this Agreement and the Scope of Work.

Specific

INSERT DETAILED LIST OF TASKS AND DELIVERABLES

MUST INCLUDE UNDER DELIVERABLES THE FOLLOWING LANGUAGE:

An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC. *If applicable.*

In the event of any inconsistency between the Scope of Work and other terms and conditions of this Agreement, the Scope of Work shall control. EDCTC reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement.

All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

2) **PROJECT TIMETABLE**

Consultant shall complete the work in accordance with the following general timetable. As the project progresses, EDCTC may provide more specific dates within the general timetable:

Project Timetable

A. INSERT PROJECT TIMETABLE

SAMPLE

B. Presentations

Presentations to the EDCTC will be required. The meetings will occur at to-be-determined dates. Time is of the essence in this Agreement.

C. Delays

Consultants shall notify EDCTC in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Consultant, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3) TERM OF AGREEMENT

The term of the Agreement shall be from _____, 20__ to _____, 20__, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

4) COMPENSATION AND METHOD OF PAYMENT**A. Cost Ceiling**

1. For services performed under this Agreement for the referenced fiscal years, EDCTC agrees to pay, and Consultant agrees to accept, as payment in full, the following professional fees:

INSERT FUNDING SOURCE, NOT TO EXCEED AMOUNT

In no instance shall EDCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget. [*Alternative Language: EDCTC shall compensate consultant upon completion and acceptance of each task as described in the Scope of Work in Section 1 hereto.*]
 - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by EDCTC prior to beginning work on the project.
2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated _____, 20__ ("**Project Budget/Rates of Compensation**"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.

- a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (<https://travelpocketguide.dot.ca.gov/>).
3. EDCTC shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

D. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are subject to repayment by Consultant to EDCTC. Disallowed costs must be reimbursed to EDCTC within sixty (60) days unless EDCTC approves in writing an alternative repayment plan.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this subsection 4(C) above.

E. Indirect Cost Rate (ICR)

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition

Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.

2. Material audit adjustments will require reimbursement to EDCTC and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

E. Retention

Insert the following paragraph if there are "project" services. If ongoing services (i.e. legal services, accounting services) then this Section E should be removed.

EDCTC shall retain ten percent (10%) of the total contract amount until successful completion of the contract and project scope and the acceptance by EDCTC of all final deliverables.

5) RECORD RETENTION/AUDITS

1. Consultant shall maintain all source documents, books and records connected with project for a minimum of three (3) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by EDCTC upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of EDCTC contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF EDCTC

EDCTC may terminate the whole or any part of this Agreement for the convenience of EDCTC and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, collected data, and other materials shall, at the option of EDCTC, become its property. If this Agreement is terminated by EDCTC for convenience, Consultant shall be paid an amount for satisfactory services actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

7) TERMINATION OF AGREEMENT FOR CAUSE

- A. EDCTC may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
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, or;
 4. Consultant fails to maintain adequate staff to perform the services required under this agreement, or is dissolved or is under investigation for accounting irregularities by a local, state or federal regulatory body.
- B. In the event EDCTC terminates this Agreement in whole or in part as provided in this Section 7, EDCTC may deny payment to Consultant or request reimbursement from Consultant for payments made and may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. If EDCTC issues a notice of termination under this Section 7:
1. Consultant shall immediately cease rendering services pursuant to this Agreement.
 2. Consultant shall deliver to EDCTC copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, computer files and records, drawings, blueprints, printing, photocopies, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

8) FORCE MAJEURE

Neither EDCTC nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from 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, or any similar cause beyond the reasonable control of EDCTC or Consultant.

9) INTEREST OF OFFICIALS AND CONSULTANT

- A. No officer, member, or employee of EDCTC, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it 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. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with EDCTC's interest. Consultant shall immediately notify EDCTC of any and all potential violations of this Section upon becoming aware of the potential violation.

10) COVENANT AGAINST CONTINGENT FEES

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, EDCTC shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure 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 EDCTC.

12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of EDCTC. If EDCTC consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
1. EDCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget 2 CFR 225 (A-87), Cost Principles for State, Local and Indian Tribal Governments.*
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit EDCTC and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

In the performance of these services herein provided for, Consultant, including Consultant's employees and agents, shall act as and be an independent contractor and not an agent or employee of EDCTC. Consultant, its employees, agents, and sub-Consultants, shall have no power to bind or commit EDCTC to any decision or course of action, and shall not represent to any person or entity that they have such power. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

14) INSURANCE

Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, Code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC).	\$1,000,000 per claim.
A. <u>Deductibles and Self-insured Retentions</u> : Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by EDCTC.	
B. <u>Required Provisions</u> : The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:	
1. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects EDCTC, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by EDCTC, its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.	
2. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to EDCTC, its directors, officers, employees, or agents.	
3. 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.	
4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in	

coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to EDCTC.

- C. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by EDCTC.
- D. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to EDCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to EDCTC, substantiating the required coverages and limits set forth above and also containing the following:
 - 1. Thirty (30) days prior written notice to EDCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - 2. The following statement with respect to the Commercial General Liability policy: "EDCTC and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- E. Certified Copies of Policies: Upon request by EDCTC, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- F. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude EDCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of El Dorado County. This Agreement shall be administered and interpreted under the laws of the State of California.

16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

17) PUBLICATIONS

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement, shall be made available to any individual or organization by Consultant without the prior written approval of EDCTC.
- B. Any and all reports published by Consultant pursuant to this Agreement shall acknowledge that it was prepared in cooperation with EDCTC.
- C. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by Consultant shall contain in the forward, preface, or footnote, the following statement:

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

18) HEADINGS

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

19) CONVICT LABOR

In connection with the performance of work under this Agreement, Consultant agrees not to employ any person undergoing sentence of imprisonment.

20) INDEMNIFICATION

Consultant specifically agrees to indemnify, defend, and hold harmless EDCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs and expenses that may be incurred by EDCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

21) OWNERSHIP OF DOCUMENTS; PERMISSION

- A. Consultant agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of EDCTC; provided that Consultant may retain file copies of said work products. The creation of additional copies of work products, not otherwise provided for herein, shall be the responsibility of EDCTC.
- B. Consultant represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions

and license agreements have been obtained and paid for by Consultant and EDCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in this Agreement. Consultant shall defend, indemnify, and hold harmless EDCTC and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

- C. If Consultant is permitted copy rights, the Federal Highway Administration, Caltrans, and EDCTC shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all work products generated in the performance of this Agreement for government purposes.

22) NOTICES

- A. Notices shall be sufficient hereunder if personally delivered to EDCTC or Consultant or if sent by the United States Postal Service postage prepaid, addressed as follows:

Woodrow Deloria, Executive Director
El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, CA 95667
Phone: (530) 642-5260
E-mail: wdeloria@edctc.org

INSERT CONTRACT ADMIN, COMPANY NAME, ADDRESS, ETC.

- B. Nothing herein above shall prevent either EDCTC or Consultant from personally delivering any such notices to the other.

23) WAIVERS

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of EDCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of EDCTC to enforce these provisions.

24) LITIGATION

Consultant shall notify EDCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or EDCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of EDCTC.

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within 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 (Public Contract Code § 10296).

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

By signing this Agreement, Consultant assures EDCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability. Consultant also assures EDCTC that it complies with the U.S. DOT implementing regulations 49 CFR parts 27, 37 and 38, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27) DRUG-FREE CERTIFICATION

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) 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 the organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Consultant who works under this Agreement shall:
 - 1. Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - 2. Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

28) UNION ORGANIZING

By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- A. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- B. Consultant will not meet with employees or supervisors on EDCTC or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

29) POLITICAL REFORM ACT COMPLIANCE

Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of

Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by EDCTC, as provided for in the Conflict of Interest Code for EDCTC, shall promptly file economic disclosure statements for the disclosure categories determined by EDCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31) INTEGRATION AND MODIFICATIONS

This Agreement represents the entire understanding of EDCTC 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 EDCTC and Consultant.

32) SUBCONTRACTING

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between EDCTC and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to EDCTC for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from EDCTC's obligation to make payments to the Consultant.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by EDCTC's Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by EDCTC.

E. Any substitution of Subconsultants must be approved in writing by EDCTC's Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants

EDCTC shall hold retainage from Consultant and shall make prompt and regular incremental acceptances of portions, as determined by EDCTC of the contract work and pay retainage to Consultant based on these acceptances. Consultant or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by EDCTC. Any delay or postponement of payment may take place only for good cause and with EDCTC's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

33) ASSIGNMENT

The contract will require the successful proposer to agree that by execution of the contract, or any subcontract awarded by the successful proposer, that proposer or any subcontractor offers and agrees to assign and thereby will assign to EDCTC all rights, title, and interest in and to all causes of action such proposer or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 or Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

34) COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to EDCTC that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by EDCTC. EDCTC is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

35) CAMPAIGN CONTRIBUTION DISCLOSURE

Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

36) COSTS AND ATTORNEYS' FEES

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

37) AUTHORITY

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

38) COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

39) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- B. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- D. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- E. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit D.

40) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Consultant certifies, to the best of his or her knowledge or belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

41) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

- II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in EDCTC's OWP.

The 2019 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification
5. U.S. Office of Management and Budget Assurances in SF-424B and SF-424D

Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to EDCTC to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

42) DISADVANTAGED BUSINESS ENTERPRISES (DBEs) PARTICIPATION

- A. EDCTC, Consultant, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, EDCTC shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist EDCTC in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this Agreement is _____%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
- Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subconsultants

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

EDCTC authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
3. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
4. Listed DBE's work is unsatisfactory and not in compliance with the contract.
5. Listed DBE is ineligible to work on the project because of suspension or debarment.
6. Listed DBE becomes bankrupt or insolvent.
7. Listed DBE voluntarily withdraws with written notice from the Contract.
8. Listed DBE is ineligible to receive credit for the type of work required.
9. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
10. EDCTC determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and EDCTC of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

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

F. Commitment and Utilization

EDCTC's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

EDCTC shall request Consultant to:

1. Notify EDCTC's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to EDCTC. On work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to EDCTC within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the EDCTC within 90 days of contract acceptance. EDCTC will withhold \$10,000 until the form is submitted. EDCTC will release the withhold upon submission of the completed form.

In EDCTC's reports of DBE participation to Caltrans, EDCTC must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an Agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) 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 CUF, 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 CUF, 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.

- H. A DBE does not perform a CUF 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.
- I. 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 CUF.
- J. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to EDCTC's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

43) NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment

against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by EDCTC to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and EDCTC upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or EDCTC shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the EDCTC components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

44) PROMPT PAYMENT FROM EDCTC TO CONSULTANT

EDCTC shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If EDCTC fails to pay promptly, EDCTC shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, EDCTC shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by EDCTC as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to Consultant as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

45) EDCTC CONTRACT ADMINISTRATOR

INSERT PROJECT MANAGER'S NAME

Senior Transportation Planner
El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, CA 95667
(530) 642- [REDACTED]

INSERT EMAIL ADDRESS

46) FINAL PRODUCT

Consultant will provide six hard copies and six electronic copies (on compact discs) of the final product to EDCTC. Final product must be consistent with deliverables identified in the approved scope of work. The final product is funded through the **INSERT FUNDING SOURCE** grant program. Therefore, the final product shall credit the **INSERT FUNDING AGENCY**'s financial participation on the cover or title page.

47) CONTRACT CLOSEOUT

Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than **INSERT DATE**. Time extensions are not allowed as grant funds lapse after **INSERT DATE**. Final invoice must be submitted to EDCTC by **INSERT DATE**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

El Dorado County Transportation Commission

Consultant

Woodrow Deloria
Executive Director

Name
Title

Date: _____

Date: _____

EXHIBIT A

Project Budget/Cost Proposal

SAMPLE

EXHIBIT B INVOICING AND ALLOWABLE CHARGES

This project is funded by a federal program subject to review by Caltrans Audits and Investigations. The following are important items to note in this contract regarding invoicing and allowable charges:

- Section 4 B Compensation: Hourly Rates must be billed as shown on Exhibit "A" Project Budget. The rates will remain constant for the term of the contract.
- Section 4 B Compensation: Changes to staff assigned must be approved prior to the employee starting work on the project.
- The hourly rate for new staff assigned to the project must be consistent with the Exhibit "A" billing rates.
- Section 4 B Compensation: Documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
- Section 4 B Compensation: Travel expenses must not exceed the rates in the Caltrans Division of Accounting Travel Guide.
 - Mileage will be reimbursed at the IRS approved rate.
 - Travel by any means other than privately owned or company vehicle (i.e. Lyft, Uber, Zipcar, Rental, taxi) must be pre-approved.
 - Meals will be reimbursed based on the following:**
 - All meals must have a detailed receipt
 - Breakfast – Actual expense up to \$7 only if travel begins at or before 6:00 am
 - Lunch – Actual expense up to \$11 only if travel begins at or before 11:00 am
 - Lunch is not reimbursable on trips less than 24 hours
 - Dinner - Actual expense up to \$23 only if trip begins at or before 5:00 pm
 - No alcoholic beverages allowed
- Section 4 E Retention: Ten percent (10%) retention will be withheld from every invoice until project completion.
- Markup on subconsultant invoices is not allowed.

Authorized Signature for Consultant

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Commissioners, and their alternates, of the EDCTC: (as of 3/6/23; check for current list)

John Clerici	John Hidahl	Jackie Neau	Lori Parlin
Michael Saragosa	Wendy Thomas	George Turnboo	David Yarbrough

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any EDCTC Commissioner(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contract?

YES NO

If yes, please identify the Commissioner(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any EDCTC Commissioner(s) in the twelve (12) months following the award of the contract?

YES NO

If yes, please identify the Commissioner(s): _____

Answering yes to either of the two questions above does not preclude EDCTC from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly

received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT D

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Consultant

Printed Name and Title

Consultant Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

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

Caltrans LAPM Exhibit 10-02

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT F

**Prompt Payment Certification
Federal-Aid Projects**

(Exhibit F is required to be submitted by prime consultant after every payment by EDCTC for Federal-Aid projects)

In accordance with the requirements of the prompt payment clause under Sections 32 F and G, submit this certification form to the El Dorado County Transportation Commission (EDCTC) within 30 days after receiving payments from EDCTC. The EDCTC may withhold payments or suspend work for failure to submit this form or provide prompt payment in accordance with the contract.

Date of Payment to Consultant

Prompt Payment Certification Due to EDCTC

Certification

"I certify that to the best of my knowledge and with the exception of those subcontractors listed below, all subcontractors have been paid in accordance with the contract, 15 days after receiving payment for the work performed by the subcontractor."

Consultant/Prime Contractor

Project

Signature

Date

Printed Name

The following subcontractors have not been paid for reasons listed:

Name of Subcontractor	*Reason for Non-Payment

*Only reasons based on dispute of subcontractor noncompliance may be accepted.

Return this form by mail or email to:
EDCTC
2828 Easy Street, Suite 1
Placerville, CA 95667
Email: kthompson@edctc.org

ATTACHMENT 3
NOTICE TO PROPOSERS DBE INFORMATION
(Caltrans LAPM Exhibit 10-I)

The Agency has established a DBE goal for this Contract of 11.51%

TERMS AS USED IN THIS DOCUMENT

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

AUTHORITY AND RESPONSIBILITY

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

SUBMISSION OF DBE INFORMATION

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

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

DBE PARTICIPATION GENERAL INFORMATION

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

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

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

RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment

of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

**ATTACHMENT 4
CONSULTANT PROPOSAL DBE COMMITMENT
(Caltrans LAPM EXHIBIT 10-O1)**

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE:

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

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 6543880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

ATTACHMENT 5

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).