

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

**As-needed geotechnical services for various assignments on an assortment of  
projects throughout the County.  
for the  
2016 Quadrennial Geotechnical Support Agreement Project**

This Agreement, dated as of December 6, 2016, is by and between the  
COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Crawford &  
Associates, Inc., 1100 Corporate Way, Suite 230; Sacramento, CA 95831, hereinafter  
referred to as the "CONSULTANT".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its geotechnical engineering  
services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and  
conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to  
provide the services described in Exhibit "A", and CONSULTANT accepts such  
engagement, on the General Terms and Conditions hereinafter specified in this  
Agreement, the Additional Provisions attached hereto, and the following described  
exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Disadvantaged Business Enterprise Information and Forms

The term of this Agreement shall be from October 18, 2016 through December 31,  
2020.

The compensation payable to CONSULTANT hereunder shall not exceed Two Hundred  
and Forty Thousand Dollars (\$240,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:** Transportation

Howard N. Dashiell 11/10/16  
Howard N. Dashiell, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3030, 3041, 4510

Line Item: 2184

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**CRAWFORD & ASSOCIATES, INC.**

By: Benjamin Crawford  
Benjamin Crawford, President

**NAME AND ADDRESS OF CONSULTANT:**

Crawford & Associates, Inc.

1100 Corporate Way, Suite 230

Sacramento, CA 95831

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS DEC 06 2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Katharine L. Elliott  
Deputy DEC 06 2016

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

KATHARINE L. ELLIOTT,  
County Counsel

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Carmel J. Angelo  
Deputy DEC 06 2016

By: Deputy  
Deputy

**INSURANCE REVIEW:  
RISK MANAGER**

By: Alan D. Flora  
ALAN D. FLORA, Risk Manager

**FISCAL REVIEW:**

By: Deputy CEO/Fiscal  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

**APPROVAL RECOMMENDED**

By: Carmel J. Angelo  
CARMEL J. ANGELO, Chief Executive Officer

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses, including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subconsultants, or any person under its direction or control, in connection with the CONSULTANT'S performance of its obligations under this AGREEMENT. If requested by COUNTY, CONSULTANT shall defend any such suits at its sole cost and expense. If COUNTY elects to provide its own defense, CONSULTANT shall reimburse COUNTY for any expenditures, including reasonable attorneys' fees and costs. CONSULTANT'S obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of COUNTY or any other person; provided, however, that CONSULTANT will not be required to indemnify, including the cost to defend, COUNTY for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subconsultants, or any person under its direction or control.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
  - 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
  - 8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not

CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION 340 Lake Mendocino Drive
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Ukiah, CA 95482  
Attn: Howard Dashiell, Director

To CONSULTANT: Crawford & Associates, Inc  
1100 Corporate Way, Suite 230  
Sacramento, CA 95831  
ATTN: Eric Nichols

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
- 13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
  - 14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
  - 15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
  - 16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such



inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its geotechnical engineering services shall not exceed \$240,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.

21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written

plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. CONSULTANT shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
  - a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable

CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.

- b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONSULTANT elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

## CONSULTANT AGREEMENT EXHIBIT A

### COUNTY OF MENDOCINO

#### AGREEMENT FOR ENGINEERING CONSULTANT SERVICES

#### 2016 QUADRENNIAL GEOTECHNICAL SUPPORT AGREEMENT

### DEFINITION OF SERVICES

The following is the proposed Crawford & Associates, Inc *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation “2016 Bi-Annual Geotechnical Support Agreement” project. It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

### TASK 1 Project Management and Coordination

A simple database has been created as an Excel workbook. In it are the various data that are regularly requested in project forms. The workbook acts as a data document for the forms constructed as “merge” documents that glean data from the database. COUNTY will provide a copy of this data file and the accompanying Word documents.

Project Management and Coordination will include the following subtasks:

#### Task 1.1 Project Initiation

- 1.1.1 **Kick-off Meeting** – Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include the COUNTY project manager and CONSULTANT project manager and point of contact.
- 1.1.2 **Preliminary Research** – Includes various historic documents as: as-built plans, for the existing bridge and approach roadway, right of way, geology, maintenance etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 **Field Investigation** – Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding, permitting, right of way acquisition and construction of the project.

#### Task 1.2 Coordination

- 1.2.1 **Point of Contact** – Eric Nichols, of, Crawford & Associates, Inc will be the single point of contact for maintaining liaison and coordination throughout the project with the County’s Project Manager and other team leaders.
- 1.2.2 **Project Data and Forms** – A file of the format “BXXXXX\_Proj Data” will be provided by COUNTY. This file contains certain project data and is linked to an assortment of forms used in a typical project and may not be changed for any reason without consulting COUNTY. These are standard Caltrans forms adjusted for the end user and are mandatory for use. Forms are reviewed regularly for changes. If a form

be found out of date, notify your project manager and COUNTY will update that form.

- 1.2.3 Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title in each BXXXX\_Proj Data file.
- 1.2.4 Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description in each BXXXX\_Proj Data file.
- 1.2.5 Project Short Description** – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description in each BXXXX\_Proj Data file.
- 1.2.6 Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.
- 1.2.7 Project Work Plan** – CONSULTANT will develop, maintain and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the CONSULTANT’S Quality Control Plan.
- 1.2.8 Project Schedule and Budget Management** – CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include CONSULTANT’S internal Quality Control process and designated County review of submitted documents.

CONSULTANT will maintain and manage CONSULTANT team’s schedule and budget and sub-consultant contracts.

- 1.2.9 Monthly Status Reports** – CONSULTANT shall submit progress reports at least once each month for projects of extended duration. The reports shall be sufficiently detailed for the COUNTY to determine, if the CONSULTANT is performing to expectations, is on schedule; to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

- 1.2.10 Invoices** – CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT’S work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices shall include the County’s project number and consultant agreement number. Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under “Invoicing (or Progress Payments)”.

Should one contract include several projects, one invoice may be issued, but invoicing shall be separated by individual project number, with the particular project number and name appearing at the top of the section of items billed to that project.

Due to increasing scrutiny at the state and federal levels, all charges must be justified. The complete chain of charges through the sub-CONTRACTOR levels must follow

through to the invoice to COUNTY. Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.

All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A space two inches high and the full width of the paper shall be provided for COUNTY endorsements. The space shall be at the bottom of the page which shows the total amount due on that invoice.

Cover letters, project updates etc. may be included with the invoice but not attached to it.

**1.2.11 Issue/Action Item/Decision Log** – CONSULTANT will develop and maintain a project Issue/Action Item/Decision log.

**Deliverables**

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

**Task 1.3 Design Quality Plan**

CONSULTANT will prepare and implement a plan for Quality Assurance and Quality Control for the Project which will include Quality Control procedures to be used on all deliverables.

**Deliverables**

- Draft and Final Quality Assurance Program.
- Quality Review Documentation and certification for all deliverables.

**Task 1.4 Project Team Meetings**

CONSULTANT will schedule, prepare for and attend Project Team Meetings with the County to review the scope of work and project goals, schedule, task progress and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person at the Department of Transportation offices or as a conference call. CONSULTANT assumes a total of one project team meeting in the offices of the COUNTY. Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.

Team meetings may be held as conference calls through a service established by CONSULTANT.

**Deliverables**

At a minimum the following items will be prepared and distributed:

- Meeting agendas

- Meeting materials (graphics, visual aids and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule
- Meeting minutes within 1 week of meeting.

### **Task 1.5 Public Meetings**

COUNTY shall arrange no public meetings for informing the public of the project and to solicit opinions of local residents about the project.

COUNTY will determine the venue for the event. Be there a fee for the venue, CONSULTANT will be asked to make payment and include the cost in subsequent billing.

CONSULTANT will prepare one exhibit showing the general area around the bridge. A second exhibit will show the project area. A third will show details of the bridge, proposed profile etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board.

CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and bridge details exhibits on either side of an 11" x 17" sheet of paper.

Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.

### **SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

## **TASK 2 Vacant**

## **TASK 3 Geotechnical Investigations**

The following are general geotechnical needs. Each project is unique and may require less effort than is included in the following or may require studies not included in the following.

### **Task 3.1 Field Exploration**

Shall include site reconnaissance and borings.

- 3.1.1 Borings** – CONSULTANT shall perform borings to provide sufficient data for responsible design calculations. This will include accurate mapping of each boring site; marking in the field with paint and logging of earth materials, contacts, groundwater and the point of refusal or solid rock.
- 3.1.2 Infiltration Tests** – CONSULTANT shall perform infiltration tests as necessary to provide adequate design data..

### **Task 3.2 Laboratory Testing**

- 3.2.1 Basic Soil Characteristics** – CONSULTANT shall perform laboratory tests to determine the moisture content, dry density, Atterberg limits, gradation and unconfined compressive strength of the boring samples.
- 3.2.2 Corrosivity** – CONSULTANT shall perform laboratory tests to determine any corrosive properties of the soils samples, including pH, minimum resistivity and



sulfate and chloride content. CONSULTANT shall include appropriate design comments in his recommendations.

- 3.2.3 Permeability** – CONSULTANT shall perform laboratory tests to determine any permeability of the soils samples and shall include appropriate design comments in his recommendations.
- 3.2.4 Naturally Occurring Asbestos (NOA)** – CONSULTANT shall perform laboratory tests to determine the presence and concentration of NOA in the soils samples.
- 3.2.5 Other Hazardous Materials** – CONSULTANT shall also test for other hazardous materials when pertinent. These may include aerially deposited lead, asbestos-containing building materials, lead paint, metallic content of thermoplastic pavement markings and petroleum hydrocarbons.
- 3.2.6 Bearing Capacity** – CONSULTANT shall perform laboratory tests to determine the bearing capacities of the soil samples.

### **Task 3.3 Design Recommendations**

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing and design recommendations.

- 3.3.1 Grading** – CONSULTANT shall make recommendations for grading including over-excavation, key dimensions, compaction etc..
- 3.3.2 Foundations** – CONSULTANT shall make recommendations for the maximum bearing strength of the soils for support of foundations.
- 3.3.3 Retaining Walls** – CONSULTANT shall make recommendations for the active and passive equivalent fluid pressure, maximum bearing strength, IBC seismic factors and other characteristics of the soils needed in the design of various forms of retaining walls.
- 3.3.4 Other Retaining Structures** – CONSULTANT shall make recommendations for the construction of various forms of retaining structures at the request of COUNTY.
- 3.3.5 Pavement** – CONSULTANT shall make recommendations for the structural section of pavement for the various loading and soils-dependent locations within the project. These may be flexible or rigid pavements.

### **Task 3.3 Preliminary Geotechnical Report**

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing and design recommendations. Design recommendations shall include construction techniques to optimize constructed soils conditions and the objective of the project and any potential threats to the project, as surface or subsurface drainage. Appendices of site maps, boring logs, laboratory results etc shall also be included in this report.

#### **Deliverables**

- Draft submittals: one hard copy, and e-mailed PDF and Word DOC (2003) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data to COUNTY.)

- Final reports: one bound printed copy more than required by the approving agency shall be submitted to COUNTY. All will be signed. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.

#### **SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

COUNTY shall issue an appropriate Work Order for each project to be assigned to CONSULTANT. COUNTY shall exercise due care in relaying project requirements to CONSULTANT and shall responsively participate in the Work Order process defined in Section II above.

COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the tasking assigned by each Work Order.

[END OF SCOPE OF WORK]

## **CONSULTANT AGREEMENT EXHIBIT B**

### **COUNTY OF MENDOCINO**

#### **AGREEMENT FOR ENGINEERING CONSULTANT SERVICES**

#### **2016 QUADRENNIAL GEOTECHNICAL SUPPORT AGREEMENT**

### **PAYMENT TERMS**

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.

# Crawford & Associates, Inc.

## 2016 Fee and Lab Schedule

### Fee Schedule

Professional Hourly Fees	
Principal	\$175
Senior Civil Engineer	\$165
Senior Project Manager	\$165
Project Manager	\$155
Civil Designer	\$145
Environmental Specialist	\$135
Senior Engineer/Geologist	\$130
Staff Engineer II/Geologist II	\$120
Staff Engineer I/Geologist I	\$110
Drafting	\$90
Project Assistant	\$65
Technician - PW	\$95
Technician – Non PW	\$85

### Reimbursable

Mileage is billed at \$0.60/Mile

CASQA SWPPP Template \$32.00

Outside costs are billed at cost plus 15% markup

### Services & Lab Schedule

### Unit

### Cost

Services & Costs		
Per Diem (Varies per County)	Day	\$125-\$175.00
Traffic Control-Major (DBE and/or PW)	Day	\$2,250.00
Traffic Control-Minor (DBE and/or PW)	Day	\$1,000.00
Traffic Control-Major (Non DBE or PW)	Day	\$1,500.00
Traffic Control-Minor (Non DBE or PW)	Day	\$700.00
Nuclear Density Tests	Test	\$5.00
Hand Auger	Day	\$150.00
Steel Liners	Liner	\$6.50
Core Machine with Generator	Day	\$2,000.00
Coring Bit Charge	Inch	\$2.00
Backfill	Bag	\$5.00

### Classification & Index

Moisture Content	ASTM D2216	\$35.00
Moisture & Density	ASTM D2216 & D2937	\$55.00
Sieve Analysis to #200	ASTM D6913	\$140.00
#200 Wash	ASTM D1140	\$100.00
Hydrometer Analysis	ASTM D422	\$175.00
Plasticity Index	ASTM D4318	\$215.00

### Strength

Direct Shear (CD – 3 pt) Peak Only	ASTM D3080	\$450.00
Unconfined Compression	ASTM D2166	\$150.00

### Compaction Curves and Stability

4-inch Mold	ASTM D698/D1557	\$250.00
6-inch Mold	ASTM D698/D1557	\$275.00
R-Value	CTM301	\$325.00

### Consolidation and Expansion

One Dimension Consolidation No Time-Rate	ASTM D2435	\$300.00
One Dimension Consolidation Time-Rate	ASTM D2435	\$420.00
Expansion Index	ASTM D4829	\$210.00

### Chemical and Corrosion

pH & Resistivity	CTM643	\$100.00
Sulfate Content	CTM417	\$50.00
Chloride Content	CTM422	\$50.00

### Extras

Rush testing: add 50%. This guarantees your sample(s) will get top priority.

Additional testing costs available upon request

Rates are applicable through Dec 31, 2016. An escalation factor of 3%/year will apply for work completed after 2016.

[END OF PAYMENT TERMS]

## **CONSULTANT AGREEMENT EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subconsultants, or any person under its direction or control, in connection with the CONSULTANT's performance of its obligations under this AGREEMENT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subconsultants similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subconsultants' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.
- c. Worker's Compensation And Employer's Liability: Worker's compensation limits as required by the labor code of the State of California.
- d. Professional Liability Insurance (Errors and Omissions) in the amount of \$1,000,000 (minimum).

**[END OF INSURANCE REQUIREMENTS]**

**CONSULTANT AGREEMENT EXHIBIT D****COUNTY OF MENDOCINO  
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES  
2013 BI-ANNUAL GEOTECHNICAL SUPPORT AGREEMENT****DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND FORMS****EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of   0  %.

OR

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

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

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

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

**4. DBE PARTICIPATION GENERAL INFORMATION**

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

**5. RESOURCES**

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

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

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

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

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

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



**EXHIBIT 10-J: STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

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

**2. Disadvantaged Business Enterprise (DBE) Participation**

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

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

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

**4. Prompt Payment of Funds Withheld to Subconsultants**

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

*(Local agency to include either B, C, or D below; delete the other two.)*

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. Deleted
- D. Deleted

**5. DBE Records**

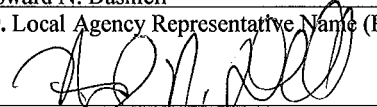
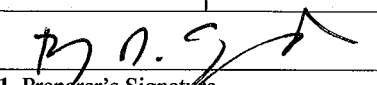
- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records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

Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

## **6. DBE Certification and Decertification Status**

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

**EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT**  
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>County of Mendocino, Department of Transportation</u>			
2. Project Location: <u>Various locations throughout the County</u>			
3. Project Description: <u>As-needed geotechnical services</u>			
4. Consultant Name: <u>Crawford &amp; Associates, Inc.</u>			
5. Contract DBE Goal %: <u>0</u>			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Geotechnical Drilling Services	Woodward 221 Montezuma, Rio Vista, CA 94571	37887	
Traffic Control Services	CMC Traffic Control Specialist 3450 Third Street, Unit 3G, SF, CA 94124	33473	
<b>Local Agency to Complete this Section</b>  16. Local Agency Contract Number: <u>160048</u> 17. Federal-aid Project Number: _____ 18. Proposed Contract Execution Date: <u>October 18, 2016</u>  Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Howard N. Dashiell</u>            19. Local Agency Representative Name (Print)              20. Local Agency Representative Signature         </div> <div style="width: 45%;"> <u>11/10/16</u>            21. Date   <u>Deputy Director, Engineering</u>            22. Local Agency Representative Title  <u>(707) 463-4363</u>            23. (Area Code) Tel. No.         </div> </div>		10. Total % Claimed _____ %  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">             11. Preparer's Signature  <u>Benjamin Crawford</u>            12. Preparer's Name (Print)  <u>President</u>            13. Preparer's Title  <div style="display: flex; justify-content: space-between;"> <div> <u>Nov 1, 2016</u>            14. Date         </div> <div> <u>(916) 455-4225</u>            15. (Area Code) Tel. No.         </div> </div> </div>	

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

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

*The Local Agency representative shall:*

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

**EXHIBIT 10-02 CONSULTANT CONTACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>County of Mendocino, Department of Transportation</u>			
2. Project Location: <u>Various locations throughout the County</u>			
3. Project Description: <u>As-needed geotechnical services</u>			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: <u>Crawford &amp; Associates, Inc.</u>			
6. Contract DBE Goal %: <u>0</u>			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Geotechnical Drilling Services	Woodward 221 Montezuma, Rio Vista, CA 94571	37887	
Traffic Control Services	CMC Traffic Control Specialist 3450 Third Street, Unit 3G, SF, CA 94124	33473	
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: <u>160048</u>		14. Total % Claimed	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: <u>October 18, 2016</u>		<div style="border: 1px solid black; height: 100px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; padding: 5px;"> </div>	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
Howard N. Dashiell			
23. Local Agency Representative Name/(Print)			
24. Local Agency Representative Signature	25. Date	<div style="border: 1px solid black; padding: 5px;"> </div>	
Acting Deputy Director, Engineering	(707) 463-4363		
26. Local Agency Representative Title		<div style="border: 1px solid black; padding: 5px;"> </div>	
27. (Area Code) Tel. No.		<div style="border: 1px solid black; padding: 5px;"> </div>	
<b>Caltrans to Complete this Section</b>		Benjamin Crawford	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print)	
		President	
		17. Preparer's Title	
28. DLAE Name (Print)	29. DLAE Signature	Nov 1, 2016	(916) 455-4225
30. Date		18. Date	19. (Area Code) Tel. No.

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

## INSTRUCTIONS – CONSULTANT CONTRACT AWARD DBE INFORMATION

**Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** – Enter the project location as it appears on the project advertisement.
3. **Project Description** – Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** – Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** – Enter the consultant's firm name.
6. **Contract DBE Goal %** – Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** – Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** – Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** – Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **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, and include DBEs that are not identified as subcontractors on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required. (See Exhibit 15-H *DBE Information – Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** – Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** – Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** – Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

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

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** – Enter the date that the DLAE signs this section of the form.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS****DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The County of Mendocino established a Disadvantaged Business Enterprise (DBE) goal of 0 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

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

Publications	Dates of Advertisement

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

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



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

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

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

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

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

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

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- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



**FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS**  
**CEM 2402(F) (Rev. 02/2008)**

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**  
(To be included in Consultant Contract)NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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

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

**Certification of Final Indirect Costs:**

Consultant Firm Name: Crawford & Associates, Inc.

Indirect Cost Rate: 167%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2015 to 12/31/2015

Date of Proposal Preparation (mm/dd/yyyy): 05/20/2016

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

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

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

**Certification of Financial Management System:**

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

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 3,000,000 and the number of States in which the firm does business is 1.

**Certification of Direct Costs:**

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

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

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

**Subconsultants (if applicable)**

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

**Prime Consultants (if applicable)**

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

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

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

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Benjamin D. Crawford

Title: President

Consultant Contact Information:

Email: ben.crawford@crawford-inc.com

Phone number: 916 455 4225

Date of Certification (mm/dd/yyyy): 11/3/2016

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

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

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

**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, 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.

The prospective participant also agrees by submitting his/her proposal/bid that he/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.



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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**EXHIBIT 10-D ADDITIONS**  
**TERMS AND CONDITIONS**  
**OR**  
**PROJECTS WITH FHWA/CALTRANS FUNDS**

1. The Mendocino County Department of Transportation's Contract Administrator is Howard N. Dashiell, Director of Transportation, or his designee.
2. The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. This applies to CONSULTANT and any sub consultants in excess of \$25,000.
3. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR, Part 18, shall apply. This also applies to all subcontracts in excess of \$25,000.
4. CONSULTANT shall sign all plans, specifications, estimates, and engineering data furnished by it, and where appropriate, include the California registration number of the licensed professional in charge of the work.
5. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, adjustments to the basis of payment may be paid for based on the CONSULTANT'S hourly rates and fees stated on the Consultant's Fee Schedule (Exhibit FS), and the time for performance of the work adjusted accordingly.
6. CONSULTANT'S services are considered to be a personal relationship between client and principal; therefore, agreements in which participating federal and/or state funds are furnished shall contain a clause expressly prohibiting the subcontracting, assignment or transfer of any of the work except as otherwise provided for in the executed agreement. All contracts shall provide that subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
7. CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I "Notice to Proposers Disadvantage Business Enterprise Information", in Consultant Agreement Exhibit D.
8. The following exhibits, are included herewith and are made a part of this Agreement:
  - A. Local Assistance Procedures Manual Exhibit 10-F Certification of Consultant, Commissions and Fees
  - B. Local Assistance Procedures Manual Exhibit 10-G Certification of Local Agency
  - C. Local Assistance Procedures Manual Exhibit 12-E, Attachment E – Debarment and Suspension Certification

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the (Title) \_\_\_\_\_, and duly authorized representative of the firm of Crawford & Associates, Inc., whose address is 1100 Corporate Way, Suite 230, Sacramento, CA 95831, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

**Distribution:** 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

**ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions.**

**The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

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

Note: Mark-ups are Not Allowed  
 Consultant or Subconsultant

Crawford & Associates, Inc.

Contract No. Mendocino County On-call

Date 2-Nov-16

Fringe Benefit 25%  
 (= 0% if Included in OH)

+ Overhead 100%  
 (= 0% if Included in OH)

+ General Administration 42%

=

Combined Indirect Cost  
 Rate (ICR) 167%

FEE % = 10.00%

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification <sup>1</sup>	Straight	Hourly Billing Rates <sup>2</sup> OT(1.5x)      OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
			From	To			
Rick Sowers Principal	\$176.22	\$304.32	1/1/16	12/31/16	\$60.00		Not Applicable
	\$181.51	\$313.45	1/1/17	12/31/17	\$61.80	3%	
	\$186.95	\$322.85	1/1/18	12/31/18	\$63.65	3%	
	\$192.56	\$332.54	1/1/19	12/31/19	\$65.56	3%	
Eric Nichols Senior Project Manager	\$148.26	\$256.03	1/1/16	12/31/16	\$50.48		Not Applicable
	\$152.71	\$263.72	1/1/17	12/31/17	\$51.99	3%	
	\$157.29	\$271.63	1/1/18	12/31/18	\$53.55	3%	
	\$162.01	\$279.78	1/1/19	12/31/19	\$55.16	3%	
Project Manager	\$134.13	\$231.64	1/1/16	12/31/16	\$45.67		\$41-\$49.17
	\$138.16	\$238.59	1/1/17	12/31/17	\$47.04	3%	
	\$142.30	\$245.75	1/1/18	12/31/18	\$48.45	3%	
	\$146.57	\$253.12	1/1/19	12/31/19	\$49.90	3%	
Senior Engineer	\$118.60	\$204.81	1/1/16	12/31/16	\$40.38		\$37-\$43.71
	\$122.15	\$210.95	1/1/17	12/31/17	\$41.59	3%	
	\$125.82	\$217.28	1/1/18	12/31/18	\$42.84	3%	
	\$129.59	\$223.80	1/1/19	12/31/19	\$44.12	3%	
Project Engineer	\$98.83	\$170.67	1/1/16	12/31/16	\$33.65		\$30-\$40.43
	\$101.79	\$175.79	1/1/17	12/31/17	\$34.66	3%	
	\$104.85	\$181.07	1/1/18	12/31/18	\$35.70	3%	
	\$107.99	\$186.50	1/1/19	12/31/19	\$36.77	3%	
Drafting	\$83.70	\$144.55	1/1/16	12/31/16	\$28.50		\$26-\$31.73
	\$86.22	\$148.89	1/1/17	12/31/17	\$29.36	3%	
	\$88.80	\$153.36	1/1/18	12/31/18	\$30.24	3%	
	\$91.47	\$157.96	1/1/19	12/31/19	\$31.14	3%	
Project Assistant	\$64.61	\$111.58	1/1/16	12/31/16	\$22.00		\$22-\$36.06
	\$66.55	\$114.93	1/1/17	12/31/17	\$22.66	3%	
	\$68.55	\$118.38	1/1/18	12/31/18	\$23.34	3%	
	\$70.61	\$121.93	1/1/19	12/31/19	\$24.04	3%	

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

NOTES:

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