



**REQUEST FOR PROPOSALS FOR DESIGN AND IMPLEMENTATION
OF INTEGRATED PUBLIC SAFETY COMMUNICATIONS
FOR TEHAMA AREA RURAL EXPRESS (TRAX)**

**PROJECT NAME:
TRAX & TRANSIT FACILITY COMMUNICATION SYSTEM
DESIGN AND IMPLEMENTATION**

Date Released: June 29, 2020

**THE COUNTY OF TEHAMA
9380 SAN BENITO AVENUE
GERBER, CA 96035**

Proposals are due prior to 4:00 P.M., July 29, 2020

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INTRODUCTION

The County of Tehama, (COUNTY) is requesting proposals (RFP) for design and implementation services.

The Tehama County TRAX & Transit Facility Communication Systems will be funded with Local and State dollars requiring the CONSULTANT to follow all pertinent local, State, and Federal laws and regulations. **The DBE goal for this project is 3.8%.**

Total amount payable to the CONSULTANT shall not exceed \$500,000.00 and with a performance period of the contract from the date approved by the Tehama County Board of Supervisors, to the June 30, 2022, whichever is the lesser.

The proposals submitted in response to this RFP will be used as a basis for selecting the CONSULTANT for this project. The CONSULTANT's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective CONSULTANTS that COUNTY staff has specifically e-mailed a copy of the RFP to and will be posted on the www.taketrax.com website and www.tehamacountypublicworks.ca.gov/transportation website.

It shall be the CONSULTANT's responsibility to check the Public Works. Tehama County Transit Agency, the Transportation Commission and the TRAX website to obtain any addenda that may be issued.

The CONSULTANT's attention is directed to Appendix A, "Proposal Requirements."

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the CONSULTANT's proposal. The hard copies and CD/DVD shall be mailed or submitted to the COUNTY prior to **4:00 P.M., July 29, 2020**. Proposals shall be submitted in a sealed package clearly marked **TRAX & TRANSIT FACILITY COMMUNICATION SYSTEM DESIGN AND IMPLEMENTATION** and addressed as follows:

Jessica Riske-Gomez
Transportation Manager
Tehama County Transit Agency Board
9380 San Benito Avenue
Gerber, CA 96035

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the CONSULTANT.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the CONSULTANT. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., July 29, 2020.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective CONSULTANT will be considered nonresponsive and rejected.

This RFP does not commit the COUNTY staff to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. COUNTY staff reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified CONSULTANT, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the COUNTY to do so. Furthermore, a contract award may not be made based solely on price.

The prospective CONSULTANT is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the County of Tehama.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated CONSULTANT selection schedule is as follows:

Proposal review and evaluation: 15 Days

Oral interviews: may be conducted July 30, 2020 through August 13, 2020

Cost Negotiation with first ranked CONSULTANT: August 27, 2020

Contract Award and Notice to Proceed: September 9, 2020

Any questions related to this RFP shall be submitted in writing to the attention of Jessica Riske-Gomez via email at jriskegomez@tehamartpa.org.

Questions shall be submitted before 5:00 PM on July 22, 2020.

No oral question or inquiry about this RFP/RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The County of Tehama intends to improve the existing mobile radio trunked communications system for the TRAX program and requires a CONSULTANT to develop, review, evaluate, and provide recommendations to manage radio systems and wireless broadband implementations and assist with overall project management. Execution of radio/wireless consulting tasks requiring knowledge and application of industry technical standards, uniform techniques, procedures, and criteria, perform onsite surveys of existing systems and organizations with an emphasis on data-gathering and potential system improvement. CONSULTANT will prepare technical reports, present findings and make recommendations to COUNTY staff. The CONSULTANT will review the design for radio systems and wireless broadband network architecture, assist with the specifications and design of radio systems including dispatch and remote communications facilities. CONSULTANT will develop and/or write applicable Statement of Work (SOW) sections, share technical knowledge and expertise with COUNTY staff.

The CONSULTANT will follow all Federal Communications Commission (FCC) rules and regulations to migrate the current radio system to narrow band frequency by providing a needs assessment survey to determine the most needed improvements. A physical site survey and equipment inventory shall also be completed. The CONSULTANT will create a plan to migrate the COUNTY's radio system to narrow band and built an onsite, repeated, communications system. The CONSULTANT will be responsible for reimbursable purchasing of Land Mobile Radio (LMR) equipment, including but not limited to, handheld radios, mobile radios, radio repeaters, dispatch equipment , consoles, LMR base stations, rack mounted radios, as well as installation, programming and assist in developing a maintenance agreement.

SCOPE OF WORK

General:

The COUNTY is interested in contracting with a CONSULTANT that will conduct and coordinate specified tasks related to the TRAX & Transit Facility Communication System upgrade.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The CONSULTANT shall comply with all insurance requirements of the COUNTY included in the sample contract in Attachment 2.

Services to be Provided:

The CONSULTANT selected shall provide all services to complete planning, design, purchasing, installation and maintenance for the TRAX & Transit Facility Communication System upgrade.

Specifically, the CONSULTANT selected will be required to complete the following tasks:

- **Project Development** – perform a needs assessment and develop a project budget and implementation plan.
- **Project Management** – provide fiscal oversight and technical assistance on behalf of COUNTY for the project.
- **Evaluation** – CONSULTANT will prepare technical reports, present findings and make recommendations, review and design for radio systems and wireless broadband network architecture, assist with the specifications of radio system(s), including dispatch and remote communications facilities.
- **Planning Studies** – Provide expertise in creating a planning study specifically for use as a standalone document not directly related to or leading to construction, and perform onsite surveys of existing systems and organizations, with an emphasis on data-gathering and potential system improvement.

- **Project Coordination with Local Agencies** – Coordinate with COUNTY and City departments to collaborate between parties for sharing of specific radio frequencies that are authorized to each party, as well as information sharing and collaborating throughout the project. Additionally, a desired outcome of the project is a radio system that will be combatable with California Radio Interoperable System (CRIS). The CRIS provides a statewide public safety, interoperable radio system which allows all participating agencies the ability to communicate seamlessly internally as well as interagency without developing their own systems. Providing a high degree of 700 MHz radio coverage across the State of California allows first responders to communicate effectively across their typical jurisdictional boundaries during emergencies. Information on CRIS may be found at [https://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/radio-communications-branch/california-radio-interoperable-system-\(cris\)](https://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/radio-communications-branch/california-radio-interoperable-system-(cris)) .
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as, extra time, added work, or increased costs, and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.
- **Method of Payment** – The CONSULTANT performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. Payment will include CONSULTANT’s approved invoices for work performed and reimbursable expenses.
- **Conflict of Interest Requirements** – The CONSULTANT shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

Minimum Qualifications of Personnel – The CONSULTANT shall meet the appropriate minimum qualifications as required by this contract.

Materials To Be Provided By The Agency – The CONSULTANT shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the agency) that may be furnished or made available by the COUNTY and where listed in the individual Task Orders and this Contract, are for the CONSULTANT’s use only, shall be returned at the end of the Contract.

Work To Be Performed By The Agency –

- **Project Coordination** – Review, give guidance and approve all work products of the CONSULTANT, provide direction to CONSULTANT to perform procedures required by the funding agencies and programs, review and make payment of CONSULTANT’s approved invoices for work performed and reimbursable expenses.

- **Existing Data** – COUNTY will make available all technical data in COUNTY’s possession and other information related to the project (in the COUNTY’s standard format).
- **Advertise and Award** – COUNTY shall advertise and award design contract. COUNTY will perform primary duties of advertising period with support of the CONSULTANT.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all CONSULTANTS. The intent of these guidelines is to assist CONSULTANT in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jessica Riske-Gomez
Transportation Manager
9380 San Benito Avenue
Gerber, CA 96035

The letter shall be on CONSULTANT letterhead and include the CONSULTANT's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the CONSULTANT's understanding of the services being requested and any other pertinent information the CONSULTANT believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the CONSULTANT to the proposal.

2. CONSULTANT Information, Qualifications & Experience

COUNTY staff will only consider submittals from CONSULTANTS that demonstrate they have successfully completed comparable projects within Tehama County or the Northern California region. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of two (2) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. CONSULTANT Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

12. Project Agency Letter of Recommendation

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of SUBCONSULTANTS and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing CONSULTANT. Key members, especially the Project Manager, shall have significantly demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables.
3. Describe your cost control and budgeting methodology for this project.

5. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing CONSULTANT's services including time for reviews and approvals.

6. Conflict of Interest Statement

The proposing CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of the contract or the construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing CONSULTANT shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Litigation

Indicate if the proposing CONSULTANT was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Indicate if the proposing CONSULTANT has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The CONSULTANT shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

9. Federal-Aid Provisions

The proposing CONSULTANT's services may be federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 3 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing CONSULTANT shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer at <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

- Local Agency Proposer DBE Commitment (CONSULTANT Contracts); (LAPM 10-01). **The local agency's current contract DBE Goal is 3.8%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing CONSULTANT will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (CONSULTANT Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

CONSULTANT shall demonstrate familiarity of providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Proposal

The proposal shall include a cost proposal for each service of the proposal. Proposing CONSULTANTS will be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. CONSULTANT shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee). The Committee may be composed of COUNTY staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the COUNTY Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

The selection process should include oral interviews. The CONSULTANT will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

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

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Organization of Proposal	10
2	Cost Proposal	20
3	Staff Qualifications & Approach	20
4	Project Scope	10
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	References	30
	Subtotal:	100

1. Organization of Proposal (10 points)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Cost Proposal (20 points)

- a. Proposal clearly defines cost in spreadsheet format.

3. Staff Qualifications and Approach (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and SUBCONSULTANTS to conduct services on both federal and nonfederal-aid projects.
- b. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- c. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to COUNTY needs.
- d. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- e. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- f. Working Relationship with Tehama County Local Agencies
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist COUNTY staff during the project.

4. Project Scope (10 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the COUNTY overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (30 points)

Provide as reference a Letter of Recommendation from at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (10 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Organization of Proposal		10	
2	Cost Proposal		20	
3	Staff Qualifications & Approach		20	
4	Project Scope		10	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		30	
	Total:		100	

APPENDIX C – SAMPLE AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF TEHAMA

1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, The CONSULTANT will follow all Federal Communications Commission (FCC) rules and regulations to migrate the current radio system to narrow band frequency by providing a needs assessment survey to determine the most needed improvements. A physical site survey and equipment inventory shall also be completed. The CONSULTANT will create a plan to migrate the COUNTY’s radio system to narrow band and built an onsite, repeated, communications system. The CONSULTANT will be responsible for reimbursable purchasing of Land Mobile Radio (LMR) equipment, including but not limited to, handheld radios, mobile radios, radio repeaters, dispatch equipment , consoles, LMR base stations, rack mounted radios, as well as installation, programming and assist in developing a maintenance agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

COUNTY shall compensate CONSULTANT for said services pursuant to Section 3 and 4 of this agreement -----.

3. **COMPENSATION**

CONSULTANT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “-----” after satisfactorily completing the duties described in this Agreement. In addition, COUNTY shall reimburse CONSULTANT for the actual and reasonable expenses for radio system design, purchase and implementation, travel, postage, and reasonable expenses incurred by CONSULTANT in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for COUNTY employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$-----. CONSULTANT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONSULTANT shall have no claim against COUNTY for payment of any compensation or reimbursement, of any kind whatsoever, for any

service provided by CONSULTANT after the expiration or other termination of this Agreement. CONSULTANT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and CONSULTANT agrees that COUNTY has no obligation, whatsoever, to compensate or reimburse CONSULTANT for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONSULTANT that exceed the Maximum Compensation amount set forth above. Should CONSULTANT receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to COUNTY an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. COUNTY shall make payment of all undisputed amounts within 30 days of receipt of CONSULTANT's invoice. COUNTY shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate June 30, 2022, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If CONSULTANT fails to perform his/her duties to the satisfaction of the COUNTY, or if CONSULTANT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if CONSULTANT violates any of the terms or provisions of this agreement, then the COUNTY shall have the right to terminate this agreement effective immediately upon the COUNTY giving written notice thereof to the CONSULTANT. Either party may terminate this agreement on 30 days' written notice. COUNTY shall pay CONSULTANT for all work satisfactorily completed as of the date of notice. COUNTY may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The COUNTY's right to terminate this agreement may be exercised by the Executive Director of Public Works.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the COUNTY.

9. **EMPLOYMENT STATUS**

CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the COUNTY is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be

eligible for coverage under COUNTY's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other County benefit.

10. **INDEMNIFICATION**

CONSULTANT shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of COUNTY), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of COUNTY) being damaged, arising out of CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. CONSULTANT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. CONSULTANT shall also defend and indemnify COUNTY against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the COUNTY with respect to CONSULTANT's "independent CONSULTANT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

CONSULTANT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For CONSULTANT," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

CONSULTANT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with and to require its subCONSULTANTS to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable,

COUNTY will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. CONSULTANT shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the CONSULTANT or its subCONSULTANTS to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, CONSULTANT specifically acknowledges that COUNTY has not affirmatively represented to CONSULTANT in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, CONSULTANT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

CONSULTANT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no CONSULTANT or subCONSULTANT may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

CONSULTANT acknowledges that no CONSULTANT or subCONSULTANT may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, CONSULTANT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. CONSULTANT is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by CONSULTANT under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the COUNTY immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to COUNTY: -----

If to CONSULTANT: -----

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

CONSULTANT understands that this is not an exclusive agreement, and that COUNTY shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CONSULTANT, or to perform such services with COUNTY's own forces, as COUNTY desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD-PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **FEDERAL CLAUSES:**

No Obligation to Third-Parties by use of a Disclaimer

- A. **No Federal Government Obligation to Third Parties.** The CONSULTANT agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONSULTANT, any third-party CONSULTANT, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONSULTANT or third-party CONSULTANT.
- B. **Third-Party Contracts and Subagreements Affected.** To the extent applicable, federal requirements extend to third-party CONSULTANTS and their contracts at every tier, and to the subagreements of third-party CONSULTANTS and the subagreements at every tier. Accordingly, the CONSULTANT agrees to include, and to require its third-party CONSULTANTS to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. **No Relationship between the California Department of Transportation and Third-Party CONSULTANTS.** Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party CONSULTANTS, and no third-party contract shall relieve the CONSULTANT of his responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party

CONSULTANTS and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its third-party CONSULTANTS is an independent obligation from the Awarding Agency's obligation to make payments to the CONSULTANT. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party CONSULTANT.

D. Obligations on Behalf of the California Department of Transportation. The CONSULTANT shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONSULTANT agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONSULTANT to the extent the Federal Government deems appropriate.

B. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

C. The CONSULTANT agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subCONSULTANT who will be subject to the provisions.

Access to Records

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

Record Keeping

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

Accounting Records

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

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

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

Civil Rights (Title VI, EEO, & ADA)

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

- A. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONSULTANT Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation any issue.

B. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subCONSULTANTS, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for SUBCONSULTANTS Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONSULTANT for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subCONSULTANT or supplier shall be notified by the CONSULTANT of the

SUBCONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

- 1. Withholding of payment to the CONSULTANT under the Contract until the CONSULTANT complies, and/or**
- 2. Cancellation, termination, or suspension of the Contract, in whole or in part.**

E. Incorporation of Provisions. The CONSULTANT shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to

any SUBCONSULTANT or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such directions, the CONSULTANT may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONSULTANT may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

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

Energy Conservation

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

Additional Termination Provisions

- A. **Termination for Convenience (General Provision).** When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONSULTANT. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to the Awarding Agency. If the CONSULTANT has any property in its possession belonging to the Awarding Agency, the CONSULTANT will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. **Termination for Default (General Provision).** If the CONSULTANT does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- C. **Mutual Termination.** The PROJECT may also be terminated if the Awarding Agency and the CONSULTANT agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Debarment and Suspension

- A. The CONSULTANT agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONSULTANT agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also must include the names of parties

debarred, suspended, or otherwise excluded by agencies, and CONSULTANT's declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any subagreements with any subCONSULTANT, the CONSULTANT agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding \$25,000.00, the CONSULTANT agrees to obtain a debarment and suspension certification from each third-party CONSULTANT containing information about the debarment and suspension status of that third-party CONSULTANT and its "principals," as defined at 49 CFR 29.105(p). The CONSULTANT also agrees to require each third-party CONSULTANT to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subCONSULTANT, and to obtain a similar certification for any third-party subCONSULTANT, at any tier, seeking a contract exceeding \$25,000.00.

Buy America

The CONSULTANT shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49

U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONSULTANT shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONSULTANT shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONSULTANT. The CONSULTANT shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency’s Executive Director or his/her designee. If the CONSULTANT’s challenge is not made within the ten (10) day period, the Awarding Agency Representative’s decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONSULTANT shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONSULTANT commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONSULTANT agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONSULTANT until the Awarding Agency has received the CONSULTANT’s certification that the CONSULTANT has not and**

will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an 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 Form to Report Lobbying," in accordance with the form instructions.**

- C. The CONSULTANT shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.**

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

Clean Air

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONSULTANT agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.**

- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.**

Clean Water

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

- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.**

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONSULTANT must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

Intelligent Transportation Systems (ITS) National Architecture

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

Section 504 and Americans with Disabilities Act Program Requirements

The CONSULTANT will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

DBE Contract Assurance

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 or SUBCONSULTANT shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONSULTANT or SUBCONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONSULTANT from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONSULTANT or SUBCONSULTANT is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 3.8%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

- 1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.**
- 2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.**

The CONSULTANT shall not terminate the DBE SUBCONSULTANTS listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONSULTANT has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONSULTANT shall give notice in writing to the DBE SUBCONSULTANT of its intent to terminate and the reason for the request. The CONSULTANT shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE SUBCONSULTANT is terminated or fails to complete its work on the contract for any reason, the CONSULTANT shall make good faith efforts (GFE) to find another DBE SUBCONSULTANT to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONSULTANT’s DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

----- **(Bold & Capital letters)**

Date: _____

Vendor Number

Approved as to form by
Tehama County Counsel

By: -----

Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or SUBCONSULTANTS. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also

known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, COUNTY shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the COUNTY. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT’s liability to COUNTY and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the COUNTY.”

Acceptability of Insurers

CONSULTANT’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the COUNTY. The COUNTY reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SUBCONSULTANTS

CONSULTANT shall require and verify that all SUBCONSULTANTS maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. COUNTY, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY may deduct from sums due to CONSULTANT any premium costs advanced by COUNTY for such insurance.

Policy Obligations

CONSULTANT’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish COUNTY with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the COUNTY prior to COUNTY signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.