

COUNTY OF KERN
PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS

To provide Architectural and Engineering Services for
Mojave Transit Center Operations Facility

DUE February 25, 2025

TIME Before 11:00 a.m.

COUNTY OF KERN

DEPARTMENT OF PUBLIC WORKS

Request for Qualifications to Provide: Architectural and Engineering Services for Mojave Transit Center Operations Facility

The County of Kern is issuing this Request for Qualifications (RFQ) to qualified firms to be used in the selection of an architectural and engineering company (consultant) capable of providing architectural and engineering services for the design of an estimated 15,434 square foot new transit operations facility for Kern Regional Transit in Mojave, California.

The County will review responses to this RFQ and anticipates ranking the firms based on the firm's Statement of Qualifications (SOQ), experience, and history of performance using predetermined selection criteria.

The following contains a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process, with changes based upon the professional input from the selected consultant.

Consultants are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any County personnel may be cause for rejection of a consultant's SOQ.**

All inquiries concerning this RFQ should be directed to the following Contact Person:

Francisca Smith
Contract Specialist
Kern County Public Works Department
2700 "M" Street, Suite 400
Bakersfield, California 93301
661-862-5097
fsmith@kerncounty.com

Envelopes/packages containing the SOQs are to be marked:

SOQ: "Architectural & Engineering Services for MTC Operations Facility" and **delivered to:**

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective consultants:

Issuance Date	January 21, 2025
RFQ inquiries from responding firms	February 4, 2025
County’s response to RFQ inquiries	February 17, 2025
Statement of Qualifications Due Date	February 25, 2025
Statement of Qualifications Due Time	Before 11:00 a.m.

Postmark date will NOT constitute timely delivery. Responses received after the above time WILL NOT be considered. Consultants are solely responsible for ensuring timely receipt of their SOQs.

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I. GENERAL INFORMATION

A. Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a ‘Request for Qualifications’ (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ).

B. Requests for Additional information and site visits

Inquiries regarding the RFQ shall be made in the following way:
By mail, e-mail, or phone to:

County of Kern
Public Works Department
Attention: Francisca Smith
2700 “M” Street, Suite 400
Bakersfield, CA 93301
661-862-5097
fsmith@kerncounty.com

Any inquiries shall be accepted no later than thirteen (13) working days prior to the RFQ due date. Written responses to the inquiries shall be issued no later than seven (7) calendar days prior to the RFQ due date.

C. Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications according to the work described in section E below and the attached Exhibit A. The SOQ shall document the firm’s qualifications as they apply to the Scope of Work found in Exhibit A.

The County will evaluate all responses using the evaluation criteria stated in Section F; sub-section 3 paragraph h below-. The selection panel will consist of representatives from various County departments associated with or having expertise relating to the project. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

D. Project Background and Description

For a complete and detailed project background and description, see **Exhibit A** below. The Kern County Public Works Department is seeking a qualified consultant to provide architectural and engineering services for the design of an estimated 15,434 square foot new operations facility for Kern Regional Transit in Mojave, California. The operations facility will be located on land currently owned by Kern Regional Transit.

E. Consultant Scope of Work

Exhibit A (below) is a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultant.

The successful consultant(s) will provide architectural and engineering services for the design of an estimated 15,434 square foot new operations facility for Kern Regional Transit in Mojave, California. The professional firm selected shall provide services related to:

- Architectural and Engineering Services – preparation of schematic design, design development, and construction documents, including all architectural, structural, plumbing, mechanical, electrical engineering, energy documentation, fire sprinkler systems, geotechnical reports, and landscape design necessary for bidding, building department authority approval, and construction; civil engineering site improvement design including topographic survey, grading, and drainage design.
- Certified Construction Plans – preparation of final and certified construction plans, technical specifications, and construction estimate for incorporation into a traditional Public Works project.
- Building Department Authority – coordinate and respond to comments and revisions as required by the County building inspection department authority; revision and resubmittal of plans based on comments and review.
- Bidding Support – attend pre-bid meetings, respond to RFI's, prepare plan and technical specification revisions/addenda, etc.
- Construction Support – attend pre-construction and construction meetings when requested, respond to RFI's, review contractor submittals, etc.
- Facility design consistent with local land use requirements.
- Assistance with development and submittal of a Precise Development (PD) Plan application and all associated elements required.
- Site visits as needed throughout the duration of the contract.
- General contract administration tasks including billing and conference calls with County staff and its representatives, email correspondence in a timely manner, etc.

For a complete and detailed Scope of Work, see **Exhibit A**.

F. Statement of Qualifications Requirements and Format

In responding to this Request for Qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform the scope of work and provide the services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

Cover must be titled: **Statement of Qualifications
For Architectural & Engineering
Services for MTC Operations Facility**

1. General

a. The Statement (SOQ) shall be concise, well organized and demonstrate an understanding of the Scope of Services. The SOQ shall be limited to 35 one-sided pages (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing.

b. The Statement (SOQ) will be evaluated in accordance with the required services indicated above and in the attached Exhibit A.

2. Content

Elements of Statements submitted in response to this RFQ shall be in the following order and shall include:

a. Executive Summary

Include a 1-2 page overview of the entire Statement of Qualifications describing its most important elements.

b. Identification of the Project Team

●Legal name and address of company

●Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. Identify if the firm is the primary corporation or a subsidiary and, if a subsidiary, of what parent firm.

●Address(es) of office(s) working on the project.

●Name, title, address and telephone number of the person to contact concerning the submittal.

c. Experience and Technical Competence

The consultant shall describe his or her experience in completing similar consulting efforts. Identify the duration of time the firm has conducted business and the duration of time the firm has been performing services similar to those solicited under this RFQ.

- The consultant shall list five (5) successful projects of a similar nature completed in the last ten years - Limit: one page per project.

The name of the client, project manager, client references, telephone numbers, the type of work performed, and the value of the consulting contracts shall be included.

- Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project they are listed under. Differentiate which work was performed by the responding firm, and which work was performed by the sub-consultants, if sub-consultants are proposed.

- Describe in detail, work the firm has directly performed on a maximum of four projects that shows a demonstrated ability to meet internal and project deadlines, budget constraints, major milestones and overall project schedules.

- Describe any litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

- Provide documentation of consultant, and sub-consultants, DBE experience, including examples of completed ADM-0227f and ADM-0312f forms.

d. Methods Proposed to Accomplish the Work

- Describe the operational/organizational approach of the firm to fulfill the scope of work and the goals of the project.

- Outline the basic technical procedures and the managerial approach which the project team leadership will adopt to incorporate these methods into the overall project effort.

- Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.

- Firms are encouraged to present suggestions that they believe will simplify the project and result in lower costs in the performance of the work.

e. Knowledge and Understanding of the Local Environment

- Describe the project team’s experience working in the local environment. The environment may be defined as the County’s, other similar local agencies, and the State’s policies, practices, design criteria and standards which will be drawn upon to accomplish the project.

- The consultant shall describe the local presence it has established for maintaining communication between the County’s Project Manager and staff.

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the consultant’s staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual possessing an engineering license, certification, and degree who will be overall in charge and responsible for coordination with the County.

- Indicate the role and responsibility of the prime consultant and all sub-consultants. Describe the ability of the firm to provide staffing continuity throughout the duration of the project.

- If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.

- The County’s evaluation of the SOQ will consider the consultant’s entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the County. Sub-consultant letters of commitment may be required.

- Identify proposed sub-consultants (if any) which will be retained to perform specified items of work listed in the Scope of Services.

g. Schedule of Fees

The County has budgeted \$350,000 for this planning effort.

The actual fee will be negotiated with the selected firm(s). In the event that a fee for the required services cannot be negotiated with the selected

firm(s), the County reserves the right to discontinue negotiations, and begin negotiations with the next ranked firm(s).

The SOQ must include a “Sample Cost Proposal 2” form which lists each personnel classification that will work on the project, and the hourly rate charged for each classification, including any sub-consultants. **The cost proposal forms must be submitted in a separate sealed envelope.**

The “Sample Cost Proposal 2” form can be located here: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>.

The negotiated fee will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

h. Exceptions to this Request for Qualifications

The consultant shall certify whether or not it takes any exceptions to this RFQ, including, but not limited to, the sample Standard Professional Services Contract, which is attached as Exhibit “B”. Any and all such exceptions must be clearly identified in the SOQ. The identification of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant’s SOQ.

i. DBE Goal

The DBE Goal for this RFQ is 12%.

3. **Selection Process**

a. All SOQ’s received by the specified deadline will be reviewed by a Consultant Selection Committee. Each member of the Committee will evaluate each of the Statement of Qualifications according to the criteria stated in sub-paragraph h below.

b. Based upon the SOQ submitted, the Committee may select a short list of firms qualified for this project to participate in oral interviews.

c. Based upon the SOQ and any oral interview, the Committee will rank the finalists as to qualifications. The top ranked firm(s) will be the selected firm(s). The County may enter into contracts with more than one qualified firm. However, the County intends to select a maximum of one (1) qualified firm as a result of this RFQ.

d. Consultants are advised that the County, at its option, may award a contract strictly on the basis of the SOQ, and not create a short list of firms or conduct oral interviews.

e. The Committee, or a representative, will enter into negotiations with the selected firm(s). The negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee or representative is unable to reach an acceptable agreement with the selected firm(s), the negotiations will be terminated, negotiations with the next ranked firm(s) will be initiated, or a new procurement process will be initiated with a revised scope of work.

f. After negotiating a proposed agreement, the County department will recommend to the Board of Supervisors that the County enter into the proposed agreement(s) with the selected firm(s), but the Board is not bound to accept the recommendation or approve the proposed agreement(s).

g. If one or more of the consultants is a local vendor as defined herein, said consultant(s) shall be entitled to a local vendor preference as herein described, provided: (i) said consultant(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Selection Committee; and (ii) they were included in the short list of consultants for further consideration by the Selection Committee, if the Selection Committee elected to create a short list of SOQ's.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by one rank for purposes of determining the Selection Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a consultant who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFQ; and
- 2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.
- 3) Will credit all sales taxes generated pursuant to the contract resulting from this RFQ to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of

local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

h. The following is a list of general criteria that may be used by the Selection Committee in making its selection(s). **Please note that the Selection Committee may consider any information they deem relevant in making a selection(s). The weight of each criteria is listed below.**

- 1) Project Understanding (25%):
 - a) Comprehension of the Scope of Services
 - b) Awareness of the County's needs
 - c) Familiarity with the project
 - d) Overall interest in the project
 - 2) Operational/Organizational approach of the responding firm to fulfill the scope of work and the goals of the project (10%):
 - a) Capability of developing innovative or advanced techniques.
 - b) Stature in industry of consultant.
 - 3) Experience (25%):
 - a) Familiarity with scope of work required.
 - b) Relevant technical experience
 - c) Relevant projects completed
 - d) Past performance on related assignments
 - 4) Financial Responsibility, Budgeting, and Scheduling (10%):
 - a) Outline of project schedule
 - b) Cost control techniques
 - c) On time/within budget
 - d) Ability to complete the project on time
 - 5) Project Team and Staffing Qualifications (20%):
 - a) A combination of experience, education, and background in undertaking similar type projects.
 - b) Level of involvement by firm's principals
 - 6) Demonstrated Familiarity with State and Federal Procedures, including DBE requirements (10%).
- i. The County reserves the right to reject any and all SOQ's and to waive informalities and irregularities in any SOQ received. Absence of required information may render a SOQ non-responsive, in the sole discretion of the County, resulting in rejection of the SOQ.

- j. The County may, during the evaluation process, request from any consultant additional information which the County deems necessary to determine the consultant's ability to perform the required services. If such information is requested, the consultant shall be permitted five (5) working days to submit the information requested.
- k. An error in the SOQ may cause the rejection of that SOQ; however, the County may, in its sole discretion, retain the SOQ and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the SOQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the consultant's intent is clearly established based on review of the complete SOQ submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a consultant on any item in a SOQ that County believes to be in error, and make corrections accordingly.
- l. The County reserves the right to select the SOQ which in its sole judgment best meets the needs of the County. The recommendation by the Selection Committee, and the final selection of a consultant by the Board of Supervisors, shall be based on any information and criteria the Selection Committee and Board consider relevant, which may include criteria not listed in sub-paragraph h above. **The schedule of costs is not a criterion for the initial selection(s) by the Selection Committee.**
- m. All firms responding to this RFQ will be notified of their selection or non-selection in writing after the Selection Committee has completed the selection process. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisor's agenda. All consultants shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration. Firms may request a debrief during this time.
- n. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a SOQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a SOQ who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the SOQ.
- o. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including,

but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.

- p. The process, procedures and evaluation criteria used by County staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQ's received for purposes of completing the selection process shall be determined in the sole discretion of the County. Potential consultants shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFQ or the manner in which a consultant is selected by either the Selection Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

G. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of a SOQ. **The County reserves the right to reject any or all SOQ's or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the consultant, in the sole discretion of the County. The County may waive **any** deviation in a SOQ. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful consultant from full compliance with any resultant agreement requirements or obligations.

H. Time

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

I. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "B" is a sample agreement which is in substantially the form the successful consultant will be expected to sign. The final agreement may include the contents of this RFQ, any addenda to this RFQ, portions of the successful consultant's SOQ and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the

negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The sample agreement included in this RFQ is for informational purposes and should not be returned with a SOQ; however, the SOQ shall include a statement that the consultant has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the consultant takes exception and why. Raising of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant's SOQ.

The selected consultant(s) will be required to execute an agreement with the County for the services requested within 60 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another consultant and begin negotiations with that consultant.

Consultant must identify and provide contact information in their SOQ of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between consultant and County.

J. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful consultant. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful consultant, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

K. News Releases

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the Director of Public Works.

L. Payment Schedule

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

M. Statutes and Rules

The terms and conditions of this RFQ, and the resulting consulting services and activities performed by the successful consultant, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

N. Background Review

The County reserves the right to conduct a background inquiry of each consultant that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a SOQ to the County the consultant consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

II. SOQ INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, SOQ's shall be made in accordance with the following general instructions:

1. The completed SOQ shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the consultant.
2. No oral, telephonic, telegraphic, e-mailed or faxed SOQ's will be considered.
3. The submission of a SOQ shall be an indication that the consultant has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All SOQ's shall remain firm for one hundred and eighty (180) days from the SOQ submission deadline.

B. Business Address

Consultants shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed SOQ container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the consultant.

C. Corrections and Addenda

If a consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the consultant shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.

If a consultant fails to notify the Contact Person prior to the date fixed for submission of SOQ's of a known error in the RFQ, or an error that reasonably should have been known, the consultant shall submit a SOQ at their own risk, and if the consultant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the SOQ. The consultant shall sign and date the Addenda Cover Sheet and submit same with the SOQ (or deliver them to Francisca Smith, Kern County Public Works Department, 2700 M Street, Suite 400, Bakersfield, CA 93301, if the consultant has previously submitted a SOQ to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFQ is not binding on the County and shall in no way modify this RFQ or the obligations of the County or any consultants.

D. SOQ SUBMITTAL REQUIREMENTS

Six copies of the SOQ shall be submitted to the address indicated below. SOQ's submitted by email or facsimile are not acceptable and will not be considered.

Envelopes/packages containing the SOQs are to be marked:

SOQ: "Architectural & Engineering Services for MTC Operations Facility" and delivered to:

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

SOQ's may be delivered in person, by courier service or by mail to the address indicated above. **ALL SOQ's MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on February 25, 2025, at the above office and address.** SOQ's submitted after the above deadline will not be accepted. It is strongly suggested that any consultants intending to hand deliver a SOQ on the last day for submission arrive at the General Services Division third floor main lobby at least

ten (10) minutes prior to the SOQ receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any SOQ received at or after 11:00 a.m. will be returned unopened.

Only one (1) SOQ may be submitted from each consultant. For purposes of this RFQ, a consultant is defined to include a parent corporation of the consultant and any other subsidiary of that parent corporation. If a consultant submits more than one (1) SOQ, all SOQs from that consultant shall be rejected.

SOQ’s are not publicly opened.

E. Withdrawal and Submission of Modified SOQ

A consultant may withdraw a SOQ at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the consultant or his/her authorized agent. The consultant must, in person, retrieve the entire sealed submission package. Another SOQ may be submitted prior to the deadline. A SOQ may not be changed after the designated deadline for submission of SOQ’s.

F. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.
2. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that

(legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- (i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- (ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- (i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- (ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- (iii) Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

G. Disposition of SOQ's and Proprietary Data

All materials submitted in response to this RFQ become the property of the County. Any and all SOQ's received by the County shall be subject to public disclosure and inspection, except to the extent the consultant designates trade secrets or other proprietary data to be confidential, after the Selection Committee has completed its deliberative process and either the consultant has been informed that they are not the vendor selected by the Selection Committee, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the SOQ and each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the SOQ's.

H. Protest Procedures

Pre-Proposal Protests: Protests concerning County's pre-proposal process, shall be submitted in writing (via mail) to Francisca Smith, 2700 M Street Suite 400, Bakersfield, CA 93301 by 5:00 PM on February 25, 2025 . County will respond to pre-proposal protests in writing within 5 business days of receipt by mail.

Post-Proposal Protests: Protests concerning County's post-proposal process, shall be submitted in writing (via mail) to Francisca Smith, 2700 M Street Suite 400, Bakersfield, CA 93301 by 5:00 PM within 5 business days of being notified of selection/non-selection. County will respond to post-proposal protests in writing within 5 business days of receipt by mail.

Post-Award Protests: Protests concerning County's post-award process, shall be submitted in writing (via mail) to Francisca Smith, 2700 M Street Suite 400, Bakersfield, CA 93301 by 5:00 PM within 5 business days of contract approval by the Board of Supervisors. County will respond to post-award protests in writing within 5 business days of receipt by mail.

Appeals to Caltrans. Under limited circumstances, after an interested party has exhausted its administrative remedies at County level, the interested party may appeal to the California Department of Transportation (Caltrans).

- The deadline for pre-proposal appeals to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the pre-proposal protest decision.

- The deadline for post-proposal appeals to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the post-proposal protest decision.
- The deadline for post-award appeals to Caltrans must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the post-award protest decision.

Caltrans limits review of appeals to:

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

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify Kern County Public Works/Kern Transit as Agency responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with County and a copy of County's decision.
- (5) State the relief sought from Caltrans.

Direct appeals (via mail only) to:

California Department of Transportation
Division of Local Assistance, MS 39
FTA Programs Procurement Oversight Branch
Attn: Mr. Frank Nevitt
PO BOX 942874
Sacramento, CA 94274-0001

Send a copy of the appeal (via mail only) to:

Kern County / Kern Transit
Attn: Francisca Smith
2700 M Street, Suite 400
Bakersfield, CA 93301

EXHIBIT A

I. BACKGROUND

The Kern County Public Works Department (Public Works) is seeking proposal from qualified consultants to provide architectural and engineering services for the design of an estimated 15,434 square foot new bus maintenance facility for Kern Regional Transit (KRT) in Mojave, California. The bus operations facility will be located on land (APN 236-101-11) to the northeast of “K” Street and Mono Street. The land is currently owned by Kern Regional Transit. The parcel is within a High Density Residential (R-3 PD), Precise Development Combining District by the Kern County Zoning Ordinance and designated as Service Industrial (SI) by the Kern County General Plan. The total construction cost of the project is estimated to be \$2,000,000.

The proposed new operations facility will include an approximately 3,500 square foot building consisting of a road supervisor office, a training room, a dispatch office, a breakroom, a restroom, along with secured parking area for buses, and electrical infrastructure to support future battery-electric bus charging. The proposed new operations facility is Phase 2 of KRT’s Mojave Transit Center (MTC), of which Phase 1 is currently under construction. The total future electrical needs of the new bus maintenance facility (Phase 2) is estimated to be approximately 6,480 amps as shown in the table below.

Item	Quantity	Amps	Total Amps
New Operations Facility	1	1,500	1,500
Plug-In Chargers	15	280	4,200
Wave Chargers	2	390	780
		Total	6,480

Phase 1 (the Mojave Transit Center Building currently being constructed) of the MTC will provide amenities such as an indoor waiting area, a customer service kiosk, a park and ride lot, and restrooms. The MTC will promote transit usage and increase safety to both drivers and passengers. Phase 1 of the MTC is scheduled for construction completion around July 2024.

The new operations facility is in a High Density Residential, Precise Development Combining District (R-3 PD) as defined by the Kern County Zoning Ordinance and designated by the Kern County General Plan as Service Industrial (SI). Per the requirements of the Zoning Ordinance, the new facility shall be designed consistent with land use requirements, which include the conditions and standards as defined in Section 19.22, High Density Residential (R-3) District (pages 159-169) and Section 19.56, Precise Development (PD) Combining District (pages 344-348) of the Zoning Ordinance. Therefore, a Precise Development (PD) Plan application shall be submitted to the Kern County Planning & Natural Resources Department that includes Form 103 and Form 103A.

Specific projects may be eligible for federal reimbursement; therefore, Public Works and the successful proposers must be in compliance with any required provisions of the Code of Federal Regulations (CFR). Firms are advised to read and understand the requirements of:

- 49 CFR, Part 26, regarding Disadvantaged Business Enterprise participation.
- 48 CFR, Federal Acquisition Regulations
- Section 1518, Moving Ahead for Progress in the 21st Century Buy America statutes
- Build America Buy America Act
- Davis-Bacon Act, regarding prevailing wages

Federal projects must follow Caltrans approved formats and/or applicable oversight agency requirements as specified by those agencies and must incorporate best management practices.

Contracts will only be awarded to consultants that demonstrate they maintain an adequate financial management system and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

The County requests consultants provide a coherent proposal with a detailed project approach, work schedule, and methodology to perform architectural and engineering services based on the following items detailed below.

II. DESIRED OBJECTIVES

Public Works is seeking a consultant to provide the following objectives:

- Architectural plans with associated design features and characteristics as defined in this RFQ and as negotiated after contract award.
- Construction level engineering plans for the facility and bid process.
- Working in conjunction and coordination with the County's Transit Division on specific design features.

III. ESTIMATED COST

The County has budgeted \$350,000 over a term of 5 years for these services.

IV. PERFORMANCE PERIOD

This contract shall go into effect on the Effective Date, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

V. WORKING ENVIRONMENT

Kern Regional Transit will operate the new Mojave Transit Center Operations Facility. The climate is arid and characterized by low rainfall, mild winters, and hot, dry summers.

The proposed site for the new Mojave Transit Center Operations Facility is vacant and will be located next to the Mojave Transit Center Building (Phase 1) that is currently in construction.

VI. EXPERIENCE

The Public Works Department is seeking a qualified consultant to provide architectural and engineering services that possess a significant level of experience:

- Specific past project experience for services being requested.
- Experience with projects in similar scope, size, and scale as presented in this RFQ.
- Qualifying personnel experience as it relates to project scope and scale.
- Experience in bus maintenance facility design.
- Designing bus maintenance facilities in an industrial setting with land use restrictions.

VII. SCOPE OF WORK

The following is a general outline of the Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultant and based upon the detailed project approach, work schedule, and methodology proposed.

- Architectural and Engineering Services – preparation of schematic design, design development, and construction documents, including all architectural, structural, plumbing, mechanical, electrical engineering, energy documentation, fire sprinkler systems, geotechnical reports, and landscape design necessary for bidding, building department authority approval, and construction; civil engineering site improvement design including topographic survey, grading, and drainage design.
- Certified Construction Plans – preparation of final and certified construction plans and technical specifications for incorporation into a traditional Public Works project.
- preparation of final and certified construction plans and technical specifications for incorporation into a traditional Public Works project.
- Building Department Authority – coordinate and respond to comments and revisions as required by the County building inspection department authority; revision and resubmittal of plans based on comments and review.
- Bidding Support – attend pre-bid meetings, respond to RFI's, prepare plan and technical specification revisions/addenda, etc.
- Construction Support – attend pre-construction and construction meetings when requested, respond to RFI's, review contractor submittals, etc.
- Facility design consistent with local land use requirements.
- Assistance with development and submittal of a Precise Development (PD) Plan application and all associated elements required.
- Site visits as needed throughout the duration of the contract.
- General contract administration tasks including billing and conference calls with County staff and its representatives, email correspondence in a timely manner, etc.

VIII. DELIVERABLES

The following are deliverables and results that the consultant must produce in order to receive payment:

- Preliminary design for review, comment, and revision.
- Certified construction plans, technical specifications, and construction estimate for incorporation into a Public Works project.
- Site grading and drainage design.
- Topographic surveying services for the project.
- Precise Development (PD) Plan application and associated plans.
- Landscape design that will be attractive, low maintenance, and consistent with landscaping best standards and local requirements.

IX. CONSULTANT LICENSING, CERTIFICATIONS & QUALIFICATIONS

A qualified and California licensed architect and/or licensed engineer is required to oversee the project. The selected firm and any subcontractors proposed for use shall possess engineering licensing and certifications appropriate for the scope and scale of the project information presented in this RFQ.

Staff and personnel representing the firm shall have qualifications sufficient to provide expertise, information, and contribution to the project. All staff assigned to work on the project shall have the appropriate and relevant working history, experience, background, and qualifications. The RFQ proposer shall specifically identify a project manager. Other staff identified shall have qualifying experience in the services being requested.

X. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

During the course of the contract, the following constraints may exist to the schedule, approach, and methodology and should be considered when rendering services:

- Recommendations having substantially high capital investment.
- Review and comment period with Department staff on draft reports/plans.
- Land use restrictions as determined by local Planning Department.
- Operational design features that are required per State and local regulations.
- Design compliant with Kern County Zoning Ordinance, Precise Development (PD) Plan, and Kern County General Plan requirements.
- Site visits may be restricted due to inclement weather, wildfire, etc.
- Correspondence with regulatory agencies may incur delays.
- In-person meetings may be impacted by current Covid-19 protocols.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

In summary, a qualified consultant shall provide architectural and engineering services for the design of an estimated 15,434 square foot new operations facility for Kern Regional Transit in Mojave, California (APN 236-101-11). The consultant shall be able to meet the objectives,

scope of work, deliverables, licensing, and qualifications of the County as presented in this RFQ and as detailed in Exhibit A.

The proposed new operations facility will include a building consisting of a dispatch office, a road supervisors office, training room, a breakroom, restroom, a secured parking area for buses, and battery-electric bus charging infrastructure.

Consultants are specifically directed not to contact any County personnel, other than the contact person indicated below, for any purpose related to this RFQ. Any unauthorized contact with any other County or Department personnel may be cause for rejection of a consultant's proposal and hence removed from the RFQ and evaluation process.

All inquiries concerning this RFQ and any subsequent addendums should be directed to:

Francisca Smith
Contract Specialist
Kern County Public Works Department
2700 "M" Street, Suite 400
Bakersfield, California 93301
661-862-5097
fsmith@kerncounty.com

EXHIBIT B

SAMPLE AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR A MOJAVE TRANSIT CENTER OPERATIONS FACILITY (Kern County – CONSULTANT)

THIS AGREEMENT, for reference purposes effective on this ____ day of _____, 201__ (“**Effective Date**”), is between the COUNTY OF KERN, a political subdivision of the State of California, (“**COUNTY**”), as represented by the Public Works Department, located at 2700 M Street, Suite 400, Bakersfield, California 93301 and _____, (“**CONSULTANT**”), whose principal place of business is located at _____.

RECTIALS:

WHEREAS, Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

WHEREAS, COUNTY issued a Request for Qualifications and CONSULTANT submitted a proposal concerning Engineering Consultant Services as needed for various projects, as specified in the attached **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, CONSULTANT has submitted a cost proposal in response to the COUNTY’s Request for Qualifications, and said proposal is attached as “Sample Cost Proposal 2” form and incorporated herein by referenced; and

WHEREAS, CONSULTANT has represented that they have the qualifications, experience, and facilities for doing the type of work herein contemplated and has offered to provide the required services on the terms set forth herein; and

WHEREAS, COUNTY desires to engage CONSULTANT to provide the services described in Exhibit “A” on the terms set forth herein; and

AGREEMENT:

1. Scope of Work:

CONSULTANT shall competently and thoroughly provide the Services in COUNTY’s Request For Qualifications, as provided in CONSULTANT’s Statement of Qualifications, as described in Exhibit “A”. CONSULTANT’s services shall include all the procedures necessary to properly complete the tasks called upon to perform, whether specifically included in the Scope of Services or not.

Specific projects will be assigned to CONSULTANT through issuances of Work Authorization Forms, the form of which is attached as **Exhibit “B”**. Federal-Aid project work

will be assigned based on an additional competitive process, referred to as mini-RFP. As projects are identified, the County will request proposals from all prequalified consultants. Proposal requests will include, but not be limited to, projected start and end dates, specify names and classifications for all staff working on the project, including sub-consultants, and describe experience with similar projects. All information will be factored into the evaluation criteria. The subsequent task orders are negotiated based on specific rates of compensation, or lump sum, which is derived from the wage rates per the "Sample Cost Proposal 2" form. Project work should not begin until the consultant receives a fully executed Work Authorization form.

For contracts exceeding \$150,000, if CONSULTANT is assigned to work on a project that is State or Federal aided, CONSULTANT, and any subconsultants listed on the contract, shall submit a Consultant Certificate of Contract Costs and Financial Management Review, attached as Exhibit "10-K".

CONSULTANT shall thoroughly review the Third Party Contract Clauses (Exhibit C of RFQ) and shall agree to all terms and conditions contained therein.

2. Performance Period:

This contract shall go into effect on the Effective Date, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on **(DATE)**, unless extended by contract amendment.

CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

The period of performance for each specific project shall be in accordance with the Work Authorization Form for that project. If work on a Work Authorization Form is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment for a period not to exceed 5 years. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by Agreement amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

3. Allowable Costs and Payments:

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal ("**Sample Cost Proposal 2" form**). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Work Authorization Form.

Specific projects will be assigned to CONSULTANT through issuance of Work Authorization Forms.

After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Work Authorization Form; less the cost estimate. A draft Work Authorization Form will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Work Authorization Form will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Work Authorization Form within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Work Authorization Form shall be signed by both COUNTY and CONSULTANT.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

Progress payments for each Work Authorization Form will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

A Work Authorization Form is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Work Authorization Form for that project has been executed by COUNTY.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Work Authorization Form. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Work Authorization Form. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Work Authorization Form number. Credits due COUNTY that include any equipment purchased under the provisions of Section 18, Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY at the following address:

Kern County Public Works Department
Attn: Finance
2700 M Street, Suite 400
Bakersfield, CA 93301

The period of performance for Work Authorization Forms shall be in accordance with dates specified in the Work Authorization Form. No Work Authorization Form will be written which extends beyond the expiration date of this Contract.

The total amount payable by COUNTY for an individual Work Authorization Form shall not exceed the amount agreed to in the Work Authorization Form, unless approved by COUNTY.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Work Authorization Form, no payment will be made until the deliverable has been satisfactorily completed.

Work Authorization Forms may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

The total amount payable by COUNTY for all Work Authorization Forms resulting from this contract shall not exceed \$(350,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Work Authorization Forms.

COUNTY shall pay CONSULTANT, subject to prior COUNTY approval, reasonable travel expenses at rates not exceeding the rates COUNTY reimburses its own employees. Said travel expenses shall be billed on a monthly basis.

4. Change in Terms:

This contract may be amended or modified only by mutual written agreement of both parties.

CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY.

There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, without prior written approval by COUNTY.

5. Indemnification:

A. General: CONSULTANT agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives ("**County Indemnified Parties**") from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONSULTANT or CONSULTANT's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons;

damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONSULTANT by any person or entity.

B. Patent Infringement: If any claim is asserted or action or proceeding brought against COUNTY which alleges that all or any part of the services or products in the form supplied by CONSULTANT and any subconsultant or COUNTY's use thereof, infringes or misappropriates any United States or foreign patent of copyright, or any trade secret or other proprietary right, COUNTY shall give CONSULTANT prompt written notice thereof. CONSULTANT shall defend any such claim or action with counsel of CONSULTANT's choice and at CONSULTANT's expense and shall indemnify COUNTY for any costs, including reasonable attorney's fees and damages actually incurred by COUNTY in connection therewith, including steps COUNTY may take to avoid entry of any default judgment or other waiver of COUNTY's rights. COUNTY shall cooperate fully with and may monitor CONSULTANT in the defense of any claim, action or proceeding and will make employees available as CONSULTANT may reasonable request with regard to such defense, subject to reimbursement by CONSULTANT of all costs and expenses occasioned by COUNTY's cooperation in such defense.

This indemnity does not extend to modifications or additions to the services or products made by COUNTY or any third party without written consent of CONSULTANT, or to any unauthorized use of the services or products by COUNTY.

If the services or products are, in CONSULTANT's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, CONSULTANT shall within ninety (90) days:

- 1) **Replace:** Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
- 2) **Modify:** Promptly modify the services or products to make them non-infringing without materially impairing COUNTY's ability to use the services or products as intended;
- 3) **Procure Rights:** Promptly procure the right of COUNTY to continue using the services or products; or
- 4) **Refund:** As a last resort, if none of the foregoing alternatives are reasonably available to CONSULTANT and COUNTY is enjoined or otherwise precluded legally from using the services or products, CONSULTANT will within 120 days of the judgment or other court action promptly refund to COUNTY all fees and costs paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All determined by COUNTY if the court does not so direct.

C. Survival of Indemnification Provisions: Upon completion of this Agreement, the provisions of this **Section 5** shall continue to survive.

6. Insurance:

CONSULTANT shall secure and maintain insurance as described below in order to protect COUNTY and County Indemnified Parties against all claims and liability for death, injury, loss and damage as a result of CONSULTANT's actions in connection with the performance of CONSULTANT's obligations, as required in this Agreement. CONSULTANT shall not perform any work under this Agreement until CONSULTANT has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by COUNTY. CONSULTANT shall pay any deductibles and self-insured retentions under all required insurance policies.

A. Workers' Compensation and Employer's Liability Insurance Requirement:

In the event CONSULTANT has employees who may perform any services pursuant to this Agreement, CONSULTANT shall submit written proof that CONSULTANT is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code.

CONSULTANT shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by CONSULTANT. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code Section 3700, CONSULTANT shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

CONSULTANT shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

1) **Types of Liability Coverage:** CONSULTANT shall maintain in full force and effect, at all times during the term of this Agreement, the following types of liability insurance:

a) **Commercial General Liability Insurance,** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily injury and Property Damage liability of two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

b) **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage of one million dollars (\$1,000,000) each occurrence.

c) **Professional Liability (Errors and Omissions) Insurance,** for liability

arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) each occurrence.

2) Endorsements: The required Commercial General Liability and Automobile Liability Insurance shall include an endorsement naming COUNTY and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) Claims-Made Insurance: If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONSULTANT, at CONSULTANT's shall either (i) maintain said coverage for at least one (1) year following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this Agreement.

4) Proof of Insurance: Prior to CONSULTANT commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the COUNTY by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above. The required documents must be signed by the authorized representative of the insurance company shown on the certificate and bear a notation evidencing payment of the premium if so requested. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions.

C. Cancellation of Insurance:

The above stated insurance coverages required to be maintained by CONSULTANT shall be maintained until the completion of all of CONSULTANT's obligations under this Agreement. Each insurance policy supplied by CONSULTANT shall include an endorsement providing that they shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits without 10 days prior written notice to COUNTY in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. CONSULTANT shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. Insurer Rating:

All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-, VII" rating. Any exception to these requirements must be approved by the County Risk Manager.

E. Self-Insurance Pool:

If CONSULTANT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONSULTANT shall provide coverage equivalent to the required insurance coverages and endorsements. COUNTY will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by CONSULTANT are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved in writing by the County Risk Manager.

F. Primary Coverage/Waiver of Subrogation:

All insurance carried by CONSULTANT shall be primary to and not contributing to any insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against COUNTY.

G. Coverage Not A Waiver to Indemnification:

Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise under any applicable law.

H. Material Breach/Failure to Maintain Required Insurance:

Failure by CONSULTANT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONSULTANT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY shall deduct from sums due to CONSULTANT any premiums and associated costs, CONSULTANT agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CONSULTANT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

7. Termination:

COUNTY reserves the right to terminate this contract upon thirty (30) calendar days' written notice to CONSULTANT with the reasons for termination stated in the notice.

COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case

the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

8. Notices:

All notices required or provided for in this Agreement shall be provided to the Kern County Public Works Department at 2700 "M" Street, Suite 400, Bakersfield, California 93301 and to the CONSULTANT at _____. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County Roads Department.

9. Representations:

CONSULTANT makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. CONSULTANT has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. CONSULTANT does not have any actual or potential interests adverse to COUNTY nor does CONSULTANT represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and
- c. CONSULTANT shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

10. Cost Principles and Administrative Requirements:

- a. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.* shall be used to determine the cost allowability of individual items.
- b. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments.
- c. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.*, are

subject to repayment by CONSULTANT to COUNTY.

d. These provisions also apply to all subcontracts in excess of \$25,000.

11. Disputes:

If CONSULTANT has any dispute concerning a question of fact arising under this Agreement, CONSULTANT shall provide COUNTY with written notification of the dispute and supporting documentation within 30 days of the claimed action, or inaction, creating the dispute. In no event shall CONSULTANT submit a claim later than 30 days after completion of all deliverables required under this Agreement. CONSULTANT's failure to provide timely notice and support for a dispute shall act as a waiver to the claim. The pendency of a dispute shall not excuse CONSULTANT from fully and timely performing in accordance with the terms of this Agreement.

12. Work Place Safety:

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

13. Inspection of Work:

CONSULTANT and any subconsultant shall permit COUNTY, (and state and federal officials if federal participating funds are used in this contract) access to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

14. Audit, Inspection and Retention of Records:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT and any subconsultant agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. CONSULTANT and any subconsultant shall permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CONSULTANT and any subconsultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COUNTY herein.

This provision shall also apply to all subcontracts in excess of \$25,000.

15. Audit Review Procedures:

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY

Not later than 30 days after the issuance of a final audit report, CONSULANT CONSULTANT may request a review by the COUNTY of any unresolved audit issues so long as the request is provided in writing.

Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement

In the event the compensation provided for in this Agreement including any amendment hereto cumulatively becomes \$150,000 or more, CONSULTANT and subconsultant contracts, including cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Work paper Review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Work paper Review it is CONSULANT's responsibility to ensure federal, state or local government officials are allowed full access to the CPA's work papers. The Agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by COUNTY to conform to the audit or review recommendation. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the COUNTY at its sole discretion. CONSULANT's CONSULTANT's refusal to incorporate audit or review recommendations, or to ensure that the Federal, State or local

government have access to CPA work papers, will be considered a material breach of this Agreement and cause for termination and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

16. Subcontracting:

Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the County for the acts and omissions of its subconsultant(s) 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 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

Except as identified in this Agreement, CONSULTANT shall perform all of the work contemplated in this Agreement with resources available within its organization and no portion of the work pertinent to this Agreement shall be subcontracted without express written authorization from the COUNTY, except that, which is expressly identified in the approved Cost Proposal. Any subcontract entered into as a result of this Agreement shall be approved by the COUNTY and it shall include certain required provisions which apply to work and funding sources of this type. Any substitution of subconsultant must be approved in writing by COUNTY prior to the start of work by subconsultant.

CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

17. Disadvantaged Business Enterprises Participation:

The following Special Program(s) are applicable to this RFQ.

Disadvantaged Business Enterprise (DBE) Program

This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is **12 percent (12%)**.

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will

count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm

Proposer shall complete and submit **Exhibit E** Bidder/Proposer Disadvantaged Business Enterprise DBE Information ADM-0227F and/or Bidder/Proposer Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312 for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

18. Equipment Purchase:

Prior authorization in writing by COUNTY shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior authorization by COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess of \$25,000 shall contain the above provisions.

19. Confidentiality of Data:

All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

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

20. Ownership of Data:

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to these projects, or for the completion of these projects by other, except only such use as may be authorized in writing by CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).

COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the above provisions.

21. Rights to Contracted Products:

For no additional fee or charge, products developed, prepared, generated or gathered by CONSULTANT or CONSULTANT's employees or subcontractors pursuant to this Agreement, but not including CONSULTANT's original licensed software or administrative communications and records which shall remain the exclusive property of CONSULTANT, shall be considered creative works for hire and shall be delivered to and become the exclusive property of the COUNTY and may be used by COUNTY in any way it may deem appropriate. CONSULTANT shall thereafter have no rights whatsoever in such products, except the right to use such products for the exclusive purpose of providing services to COUNTY under this Agreement, and CONSULTANT shall not copy or disclose to any third party any such product or any portion thereof, except as is expressly set forth in this Agreement or by separate written agreement between the parties.

The ideas, concepts, expertise, or techniques developed during the course of this Agreement may be used by COUNTY in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any state or federal law or regulation.

CONSULTANT or CONSULTANT's assigned employees or subcontractors shall not publish or disseminate information gained through participation in this Agreement without specific prior review and written consent by the COUNTY.

Upon termination or expiration of this Agreement, CONSULTANT shall immediately deliver to COUNTY any COUNTY owned programs any documentation developed pursuant to this Agreement. In addition, CONSULTANT grants to COUNTY a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for COUNTY purposes, any CONSULTANT owned program, including system software, utilized by CONSULTANT in performance of this Agreement.

Upon completion of this Agreement, the provisions of this Section shall continue to survive.

22. Compliance with Law:

CONSULTANT shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

23. Conflict of Interest:

CONSULTANT is aware of the Conflict of Interest laws in the State of California including, but not limited to, the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code. CONSULTANT agrees that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY in relation to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof and the COUNTY may seek any other remedy provided in law. CONSULTANT shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

CONSULTANT hereby certifies under penalty of perjury that it does not have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, and any ensuing County construction projection which will follow.

CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

24. Non-Collusion Unlawful Consideration Covenant:

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. Covenant Against Contingent Fees:

CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT; to solicit or secure this Agreement; and that CONSULTANT has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement compensation or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. Lobbying Prohibition:

In the event the compensation provided for in this Agreement including any amendment hereto cumulatively becomes \$150,000 or more, CONSULTANT certifies to the best of his or her knowledge and belief that:

- A. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee or agent of any state or federal agency; a Member of the State Legislature or the United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any state or federal contract, grant loan or cooperative agreement.
- B. In 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 or 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.
- C. 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.
- D. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

27. National Labor Relations Board Certification:

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final non-appealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

28. Evaluation of Consultant:

CONSULTANT understands the COUNTY is required to evaluate the CONSULTANT's performance in writing. A copy of the evaluation will be sent to CONSULTANT and copy of the evaluation along with any comments of the COUNTY will be retained for the file.

29. Negation of Partnership:

In the performance of all services under this Agreement, CONSULTANT shall be, and acknowledges that CONSULTANT is, in fact and law, an independent CONSULTANT and not an agent or employee of the COUNTY. CONSULTANT has and retains the right to exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. CONSULTANT retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT in the provision of services under this Agreement. With respect to Consultant's employees, if any, CONSULTANT shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

30. No Authority to Bind County:

It is understood that CONSULTANT is an independent contractor and CONSULTANT shall have no authority to bind the COUNTY to any agreements or undertakings.

31. No Third Party Beneficiaries:

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and CONSULTANT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and

CONSULTANT that any such person or entity, other than COUNTY or CONSULTANT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. Assignment:

CONSULTANT shall not assign, sublet or transfer this Agreement, or any part hereof. CONSULTANT shall not assign any monies due or which become due to CONSULTANT under this Agreement without the prior express and written approval of the COUNTY.

33. Sole Agreement:

This document, including the attachments hereto, contains the entire agreement of the parties relation to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

34. Modifications of Agreement:

This Agreement may only be modified by written amendment signed by the parties in interest at the time of the modification. CONSULTANT shall only commence any work covered by an amendment after the amendment is executed and written notification to proceed has been provided by the COUNTY.

35. Non-waiver:

No covenant or condition of this Agreement can be waived except by the express written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONSULTANT. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

36. Enforcement of Remedies:

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

37. Nondiscrimination:

The applicable provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder are incorporated into this Agreement and made an a part hereof as if set forth in full.

CONSULTANT hereby states under penalty of perjury that Consultant has, unless exempted, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Agreement, CONSULTANT and its officers, agents, employees, or subcontractors shall not discriminate, harass, or allow harassment against any employee, applicant for employment, individual, or groups of individuals, because of sex, sexual orientation, race, ancestry, color, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age, marital status, denial family care leave or any other classification protected by law, either directly, indirectly or through contractual or other arrangements. CONSULTANT and sub-consultants shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and sub-consultants shall comply with the applicable provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder which are hereby incorporated into this Agreement and made an a part hereof as if set forth in full. CONSULTANT and sub-consultants shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other Agreement.

The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONSULTANT, with regard to the work performed by it during the Agreement 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. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

The CONSULTANT shall include this nondiscrimination clause and the compliance provisions in all subcontracts.

38. Debarment and Suspension Certification:

CONSULTANT hereby states under penalty of perjury that Consultant has complied with Title 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)” which certifies that CONSULTANT, or any person associated with them in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency and has not been suspended debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending and has not been indicted convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

Exceptions will not necessarily result in denial of recommendation for award, but they will be considered in determining Consultant responsibility. Disclosers must indicate to whom exceptions apply, initiating agency and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

39. State Prevailing Wage Rates:

CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1771, and all Federal, State, and local laws and ordinances applicable to the work. CONSULTANT is familiar with the requirements of the California Labor Code, including without limitation registration with the Department of Industrial Relations and the applicability of prevailing wage laws to preconstruction and post-construction phases of work.

Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

40. Immigration Reform and Control Act:

CONSULTANT acknowledges that CONSULTANT, and all subcontractors hired by CONSULTANT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). CONSULTANT is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONSULTANT to

perform services under this Agreement are in compliance with the IRCA. In addition, CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relation to any claims that Consultant's employees, or the employees of any subcontractor hired by CONSULTANT, are not authorized to work in the United States for CONSULTANT or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONSULTANT or Consultant's subcontractor(s).

41. Signature Authority:

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

42. Counterparts:

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

43. Captions and Interpretation:

Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

44. Severability:

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

45. Choice of Law/Venue:

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California and the venue of any action relating to this Agreement shall be in the County of Kern.

46. Time of Essence:

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

47. Political/ Religious Activity

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

Signatures follow on next page.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

COUNTY OF KERN

APPROVED AS TO CONTENT
Kern County Public Works

By: _____
Chair
Board of Supervisors

By: _____
Joshua Champlin, Director

Date: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel

CONSULTANT

By: _____
Brian Van Wyk, Deputy

By: _____

Date: _____

Date: _____

EXHIBIT C

THIRD PARTY CONTRACT CLAUSES Federal Transit Administration and California Department of Transportation Required Provisions

1. Source of Funding:

This contract entered _____ between _____
on _____ (DATE) _____ (AWARDING AGENCY)
and _____ (CONTRACTOR) _____ for _____

_____ (PROJECT)
is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT

Parties referenced in the following clauses are defined as:

“AWARDING AGENCY” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the AWARDING AGENCY’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the AWARDING AGENCY to provide goods or services directly to the AWARDING AGENCY for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR 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 contractor, any third-party contractor, 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 CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal

requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors 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 Contractors. 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 contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY's obligation to make payments to the CONTRACTOR. 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 contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to the extent the Federal Government deems appropriate.

- B. The CONTRACTOR 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 CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR 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 subcontractor 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 CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors 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 CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'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 CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor'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 CONTRACTOR 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 AWARDDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the

CONTRACTOR 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.

- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR 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 CONTRACTOR will take such action with respect to any subcontractor 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements
The CONTRACTOR 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.

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 CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AWARDING AGENCY requests which would cause the AWARDING AGENCY to be in violation of the FTA terms and conditions.

Prohibition on certain telecommunications and video surveillance services or equipment.

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

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

Energy Conservation

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

Awards Exceeding \$10,000.00

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 CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR 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 CONTRACTOR setting forth the

manner in which the CONTRACTOR is in default. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR 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 CONTRACTOR 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.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR 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 CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors 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 subcontractor, the CONTRACTOR 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 CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at

any tier, seeking a contract exceeding \$25,000.00.

Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR 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 CONTRACTOR. The CONTRACTOR 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 CONTRACTOR’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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. ny 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;
- C. 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;
- D. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- E. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including 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 Water

- A. The CONTRACTOR 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 CONTRACTOR agrees to report each violation to the AWARDDING AGENCY and understands and agrees that the AWARDDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards Exceeding \$150,000.00

Buy America

The CONTRACTOR 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 \$150,000.00. 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.

Clean Air

- A. The CONTRACTOR 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 CONTRACTOR agrees to report each violation to the AWARDDING AGENCY and understands and agrees that the AWARDDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United

States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.

- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

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

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR 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 CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR 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 **12%**.

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 AWARDDING 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 CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR 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 subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDDING 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 AWARDDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The AWARDDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including

but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.

- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

Awards with Construction Activities

Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, 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.

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

(Signature of Authorized Official)

(Title of Authorized Official)

(Date)

PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

DRAFT

EXHIBIT E

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND DBE PARTICIPATION GOAL

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

The DBE participation goal for this solicitation is 12 percent (12%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to the solicitation, Special Programs).

New Requirement effective February 28, 2011: The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069](#), Disadvantaged Business Enterprises Utilization Report with each invoice as required in the Proposed form of Agreement's Exhibit B, Budget Detail and Payment Provisions and Exhibit D, Special Terms and Conditions.

A) AUTHORITY AND BIDDER'S RESPONSIBILITY

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Terms as used in this document:

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or materiel needed from the Scope of Work. The required work, services and/or materiel must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

It is the bidder's responsibility to verify DBE certifications.

B. SUBMISSION OF DBE INFORMATION AND PARTICIPATION

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

C. DBE CERTIFICATION REQUIREMENTS

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If 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.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBEO) web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the blue DBE Search Click Here button
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen (read about NAICS definitions below)
 - "Start Search", is located at the bottom of the query form,
 - "Civil Rights Home" (OBEO), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

MUST USE EITHER INTERNET EXPLORER 5.5 OR NETSCAPE 7 (OR GREATER) FOR THIS DATABASE.

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

NAICS Work Codes and Work Descriptions

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location:

<http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

How to Obtain a Quarterly List of Certified DBEs without Internet Access

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Materiel and Distribution Branch/Publication Unit by calling (916) 263-0822.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
 - a. Meet the contract goal and document commitments for participation by DBE firms.
 - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), **who is not a certified DBE**, will be required to document one or a combination of the following:
 - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.

6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
 - a. The DBE bidder will meet the goal by performing work with its own forces.
 - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., 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 involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES

A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. 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 as provided in this paragraph if the person both owns and operates distribution equipment for the products.

6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel 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 commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

E) USE AND/OR TERMINATION OF PROPOSED DBEs

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor **must** notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.

3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

F) AWARD

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and

CONTRACTOR'S BUSINESS NAME		AGREEMENT NUMBER	CONTRACT DOLLAR AMOUNT	DATE
CONTRACTOR'S BUSINESS ADDRESS		CITY	STATE	ZIP CODE
CONTACT PERSON	BUSINESS PHONE ()	FAX NUMBER ()	EMAIL ADDRESS	

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.) Contractor shall attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed below.

(1) Prime and Subcontractors: List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %

PART C – FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):

PRINT VERIFIER'S NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
DBE PARTICIPATION <input type="checkbox"/> YES (%)			

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

PART A – CONTRACTOR INFORMATION

CONTRACTOR'S BUSINESS INFORMATION: Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

Agreement Number: The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

CONTRACT DOLLAR AMOUNT: Total dollar amount that Contractor proposes to accomplish the Agreement.

Date: Date this form is completed.

PART B – DBE INFORMATION AND DOCUMENTS

PRIME: Complete if Prime is a certified DBE.

Sub-Contractor: Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.

Column 1: Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.

Column 2: Enter the area code and phone number of the corresponding certified DBE listed in Column 1.

Column 3: Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.

Column 4: Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.

Column 5: Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.

Column 6: Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American

4 = Asian-Pacific American

7 = Woman

2 = Hispanic American

5 = Subcontinent Asian American

8 = Other

3 = Native American

6 = Caucasian

9 = Not Applicable

Column 7-8: Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Services, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321	(XXX) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
2B Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	00000000000 0	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA, 45670	(111) XXX-0001	2	Survey instruments, testing materials	11111111111 1	3	10,000	10%	

ADDITIONAL INFORMATION:

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

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

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers prosing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

2. DBE DOCUMENTATION

- a. List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- b. List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- c. Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- d. Identify information submitted to the bidder for this solicitation:

Check the appropriate box: IFB RFP RFQ

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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2. DBE DOCUMENTATION (Continued)

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

3. ITEMS OF WORK

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS
		YES	NO	YES	NO	

5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

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CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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6. ASSISTANCE TO DBEs – Equipment/Materials, etc.

Identify 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.

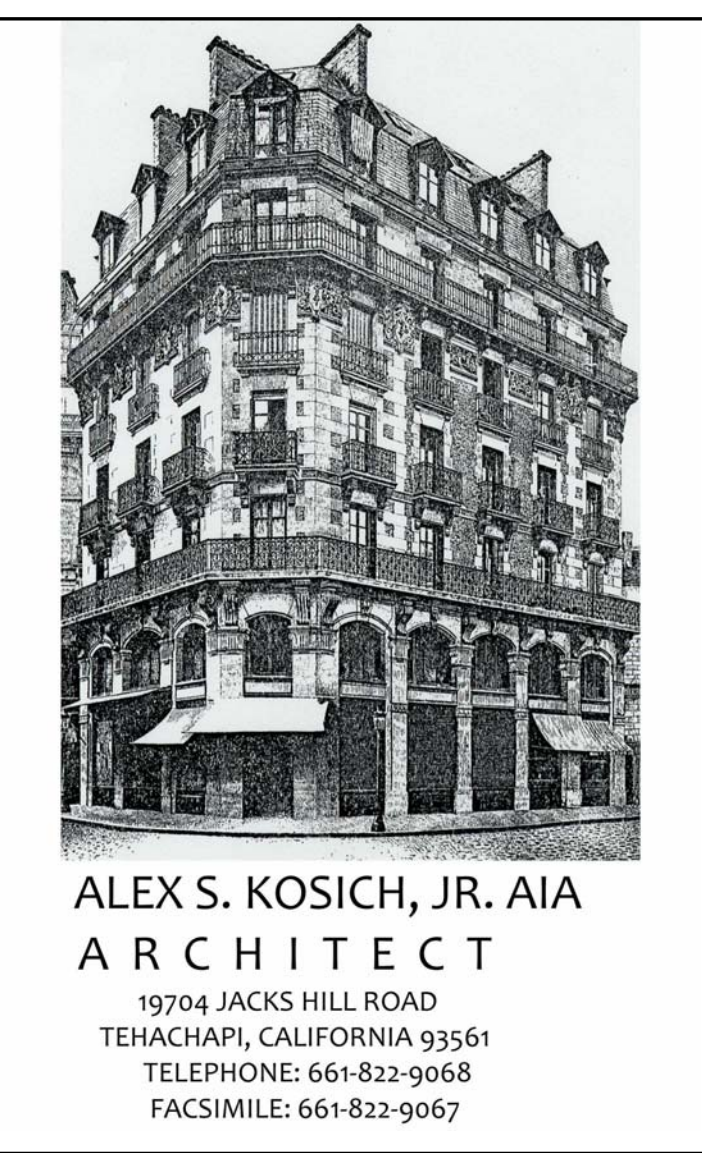
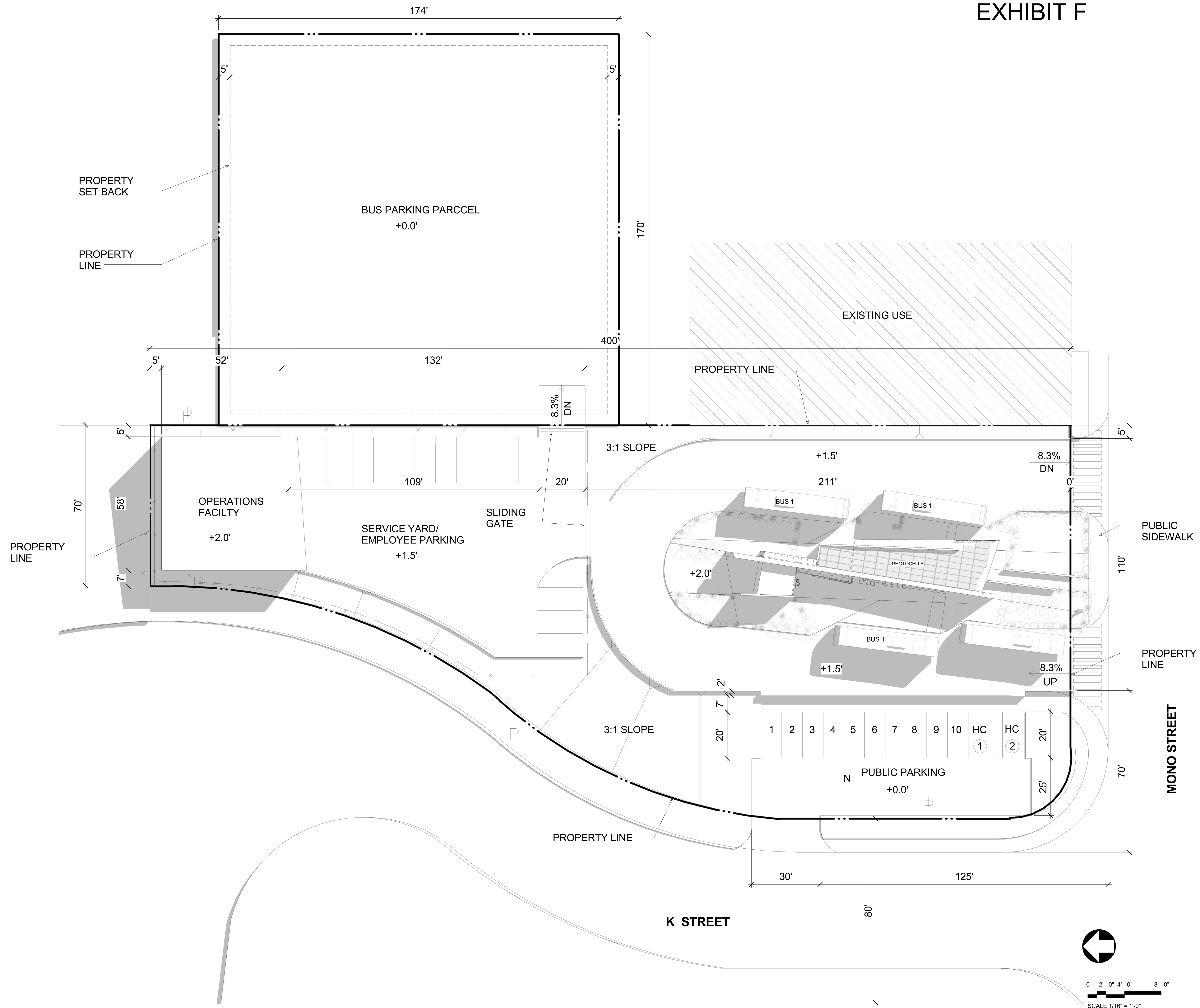
7. ADDITIONAL DATA

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581

EXHIBIT F



MOJAVE TRANSIT CENTER
MOJAVE, CA

Kern Transit Bakersfield
2700 "M" Street, Suite 400
Bakersfield CA 93301

SITE AREA: 1.22 ACRES
APN: 235-101-11
LANDSCAPING REQUIREMENT: 5% OF SITE AREA
PARKING PROVIDED: TRANSIT STATION 12, BUS MAINT. FACILITY 13
STANDARD STALL: 9' X 20', COMPACT STALL: 8' X 16'
ESTIMATED FILL REQUIREMENT: 4,500 CUBIC YARDS
SETBACK REQUIREMENTS:
-ZONING: M-1
-FRONT YARD: 40' FROM CENTERLINE OF STREET
-SIDE YARD: NONE
-REARYARD: NONE

ISSUES AND REVISIONS
The original size of this drawing is 30"x42"

Project Status		
SITE PLAN		
Scale 1/16" = 1'-0"	Date 02/27/2017	Sheet Suffix
Design By MUNOZ/HIROSE	Project No.	
Sheet No. A101		

02/27/2017

