

COUNTY OF MENDOCINO

MOUNTAIN VIEW ROAD OVER RANCHERIA CREEK BRIDGE PREVENTIVE MAINTENANCE PROJECT

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION • UKIAH, CA 95482 •

REQUEST FOR QUALIFICATIONS



DOT PROJECT NO. 3041 – B 2602

FEDERAL PROJECT NUMBER BRLO-5910(150)

RFQ No.

DOT #260018

RFQ Issue Date:

June 16, 2026

RFQ Submission Deadline:

July 31, 2026

Issued by:

Department of Transportation



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BRIDGE PREVENTIVE MAINTENANCE PROJECT

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I. INTENT

This Request for Qualifications (RFQ) announces the intent of the Mendocino County Department of Transportation (MCDOT) to retain the services of a qualified Professional Engineering firm to provide engineering, environmental, and project development services for a federally funded Highway Bridge Program (HBP) Bridge Preventive Maintenance Program (BPMP) project.

The project is located on Mountain View Road (County Road 510) over Rancheria Creek (Bridge No. 10C-0095), approximately 4.0 miles west of Boonville, California. The existing structure is a single-lane, three-span reinforced concrete T-girder bridge originally constructed in 1935, with subsequent modifications including supplemental steel bents and slope protection improvements.

The project has been accepted into the Bridge Preventive Maintenance Program (BPMP) based on deficiencies identified in the most recent Bridge Inspection Report and documented in the approved LAPG 6A application. Based on the February 2024 Bridge Inspection Report, the bridge is classified as Structurally Deficient, with the deck in poor condition and the superstructure and substructure in fair condition. Documented deficiencies include widespread deck abrasion and spalling, cracking of reinforced concrete elements, corrosion at bearing plates and supplemental steel components, and other age-related deterioration.

The Consultant shall review available records, perform field verification of existing conditions, and evaluate the deficiencies identified in the approved BPMP application and Bridge Inspection Report. The Consultant shall develop recommendations for cost-effective corrective measures consistent with BPMP objectives and funding requirements and shall identify any additional BPMP-eligible work that may be warranted. Any significant modification to the approved project scope shall require County concurrence and approval from Caltrans, as applicable.

Consistent with HBP eligibility determinations, the project has been programmed as a stand-alone BPMP project. The intent is to address documented deficiencies and extend the service life of the existing structure through targeted rehabilitation measures rather than bridge replacement or roadway realignment.

The anticipated scope of work includes, but is not limited to, rehabilitation of the bridge deck, repair of structural concrete spalls, mitigation of corrosion at bearing plates, rehabilitation of supplemental steel components, environmental clearance, permitting support as required, preparation of Plans, Specifications, and Estimates (PS&E), and bidding support. All work shall be consistent with BPMP eligibility requirements and applicable federal, state, and local regulations.

II. DEFINITIONS

COUNTY – The County of Mendocino, Department of Transportation (MCDOT), acting through its authorized representatives.

CONSULTANT – The firm or team submitting a Statement of Qualifications (SOQ) in response to this RFQ.

SUBCONSULTANT – A firm identified by the Consultant to perform specialized services under the Consultant's contract with the County.

STATEMENT OF QUALIFICATIONS (SOQ) – The information submitted by a Consultant in response to this RFQ describing the firm's qualifications, experience, and proposed project team.

SELECTION COMMITTEE – The panel designated by the County to review and evaluate Statements of Qualifications submitted in response to this RFQ.

SCOPE OF SERVICES – The description of services requested by the County for the project. The detailed Scope of Services is provided in Appendix 1 – Detailed Scope of Services.

WORK PLAN – The Consultant's proposed approach to performing the Scope of Services, including methodology, staffing, and task organization.

AGREEMENT – The professional services agreement to be negotiated between the County and the selected Consultant following the selection process.

III. STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES

Submission Requirements

Consultants shall submit four (4) copies of their Statement of Qualifications (SOQ): three (3) complete paper copies with original Consultant signature, and one (1) complete copy on USB flash drive. The SOQ shall be formatted in accordance with the instructions of this RFQ.

Promotional materials may be included but are not required and will not be considered as meeting any of the requirements of this RFQ.

SOQs shall be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260018," and delivered by **2:30, July 31, 2026** to:

Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482-9432
Attn: Rygg Larsen

Late SOQs will not be accepted. Electronic or facsimile submissions are not permitted unless expressly authorized by the County.

It is the Consultant's responsibility to assure that its SOQ is delivered and received at the location specified herein, on or before the date and hour set.

The unauthorized use of the County's official logo is strictly prohibited.

General Requirements

Consultants are responsible for reviewing all provisions, specifications, and instructions contained in this RFQ. Failure to do so shall be at the Consultant's risk. All SOQs must be dated and signed by a representative authorized to enter into contracts on behalf of the Consultant and shall remain valid for a period of not less than one-hundred and twenty (120) days from the submission deadline.

All costs incurred in the preparation of an SOQ, including any site visits or related activities, shall be the sole responsibility of the Consultant. All SOQs, correspondence, and materials submitted in response to this RFQ shall become the property of the County and may be subject to disclosure in accordance with the California Public Records Act.

Consultants shall comply with all applicable federal, state, and local laws and regulations associated with this RFQ and any resulting contract. The successful Consultant will be subject to verification of non-debarment in accordance with applicable federal requirements.

Time periods stated in this RFQ shall be interpreted as calendar days unless otherwise specified. The County encourages participation in its ePayables program as its preferred method of payment.

Required Submittal Components

Consultants are required to submit with their SOQ:

- Attachment A – SOQ Summary and Statement of Responsibility
- Attachment B – SOQ Checklist/Table of Contents
- Understanding of Services and Approach
- Work Plan
- Consultant Team and Key Personnel
- Sample Schedule
- Conflict of Interest Statement
- Attachment C – References
- Attachment D – Exceptions to RFQ

- Attachment E – Certificate of Non-collusion
- Insurance coverage or evidence of ability to meet the County's insurance requirements
- Acknowledgement of receipt of addenda (if applicable)

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

All questions regarding this RFQ should be submitted in writing by e-mail to:

Rygg Larsen

Mendocino County Department of Transportation

larsenr@mendocinocounty.gov

The deadline for submitting written inquiries regarding this RFQ is indicated in Section VI - SCHEDULE OF ACTIVITIES.

Questions will be answered as quickly as practicable. A summary of all questions and responses will be posted alongside this RFQ on the County website by 4:30 PM on the first Monday following the inquiry deadline at the following location:

<https://www.mendocinocounty.org/departments/transportation/RFQs-rfqs-projects-to-bid>

If a question results in the need for an addendum to this RFQ, an addendum will be issued by 4:30pm the first Monday following the inquiry deadline. It is the responsibility of all interested firms to access the website for this information. Only answers to questions communicated by formal written addenda will be binding.

Consultants must include acknowledgement of any and all addenda issued in their SOQs.

Mendocino County requires that other County management and employees not be contacted by Consultants during the RFQ process. Failure to comply with this requirement may result in disqualification of the SOQ. Contact is limited to the RFQ representative listed above for all technical and procedural inquiries.

V. MODIFICATIONS OR WITHDRAWAL OF SOQS

An SOQ that is in the possession of the County may be modified by written notice from the Consultant, signed by an authorized representative, provided the notice is received prior to the deadline for submission of SOQs. Telephone or verbal modifications will not be accepted.

An SOQ that is in the possession of the County may be withdrawn by the Consultant at any time prior to the deadline for submission of SOQs.

After the SOQ submission deadline, SOQs may not be modified or withdrawn and shall remain valid for the period specified in this RFQ.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for consultants to prepare definitive SOQs and to permit Mendocino County to fully consider various factors that may affect its decision.

This schedule is subject to change at the discretion of the County. The County will provide reasonable notice to consultants of any schedule changes. Updates to the procurement schedule may be posted on the County website and may not require issuance of a formal addendum.

Procurement Schedule

Scheduled Activity	Date
Request for Qualifications posted to County website	June 16, 2026
Inquiry Deadline	July 17, 2026
RFQ Submission Deadline	July 31, 2026
Consultant Selection and Notification	August 17, 2026
County Board of Supervisors Approval of Agreement	October 6, 2026
Approximate Contract Start Date	October 7, 2026

VII. SELECTION PROCESS

The County reserves the sole right to judge the contents of consultants’ SOQs. The selection process will be governed by the following criteria:

- The SOQs must adhere to the instructions and format as specified in this RFQ.
- The evaluation will include a review of all documents and information relating to the consultant’s services, organizational structure, capabilities, qualifications, past performance, and costs.
- Consultants may be required to make an oral presentation and interview before final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.
- False, incomplete, or unresponsive statements in an SOQ may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

Selection of Consultant(s) and subsequent contract award(s) will be based on the criteria contained in this RFQ, as demonstrated in the submitted SOQs. Consultants shall provide sufficient information to allow the County to evaluate qualifications in accordance with the stated criteria. Failure to provide required information may result in the SOQ being deemed non-responsive.

This procurement will be conducted in accordance with all applicable federal, state, and local laws and regulations governing qualifications-based selection of professional services.

The County anticipates receiving two or more responsive SOQs for this solicitation. If fewer than two responsive SOQs are received, the County may determine that adequate competition has not been achieved and may elect to re-advertise or proceed in accordance with applicable procurement procedures.

SOQ Review and Evaluation Process

The SOQ will be judged based on service capabilities and experience of the prospective consultant and all persons who will be providing services under contract. The following are the critical areas of the SOQs that will be evaluated:

- Demonstrated understanding of the requested services and the adequacy of the proposed approach
- Relevant experience of the Consultant in performing similar work and the quality of past performance
- Qualifications and professional certifications of key personnel
- Responsiveness to the requirements of this RFQ
- All criteria identified in Appendix 2 – SOQ Evaluation Form

At its sole discretion, the County may conduct interviews with the top ranked consultant. This process may include a request for a presentation from the finalists, SOQ fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation may be web-based or in-person.

IX. AWARD AND CONTRACT INFORMATION

General Provisions

The County hereby notifies all Consultants that it will affirmatively ensure that no Consultant shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability. The selected

Consultant shall comply with all applicable nondiscrimination requirements in the performance of any resulting contract.

The County reserves the right to reject any or all SOQs and to waive any irregularities if deemed to be in the best interest of the County. The County will select the Consultant whose SOQ is determined to be the most qualified and in the best interest of the County and its residents. The County shall be the sole judge in making such determinations.

Prior to final selection, Consultants may be required to submit additional information deemed necessary by the County to evaluate qualifications. All SOQs and supporting materials submitted in response to this RFQ shall become the property of the County and may be subject to disclosure in accordance with the California Public Records Act. The County reserves the right to make use of any information or ideas contained in the SOQs.

Contract Requirements

The selected Consultant(s) will be required to enter into a formal professional services agreement with the County for the duration of the contract period. A sample agreement is available in Appendix 3. It is the Consultant's responsibility to review the agreement and identify any requested exceptions in its SOQ. If no exceptions are identified, the County will assume the Consultant accepts the terms and conditions as provided.

The terms and conditions of this RFQ, together with the Consultant's SOQ and any negotiated modifications, shall be incorporated into and become part of the final agreement.

Open Procurement

This procurement is conducted in accordance with applicable federal, state, and local laws and regulations governing qualifications-based selection of professional services.

The County intends to select the most qualified Consultant based on the evaluation of Statements of Qualifications and, if applicable, interviews. Following selection, the County will enter into negotiations with the highest-ranked Consultant to establish a detailed Scope of Services and fair and reasonable compensation.

The County reserves the right to:

- Request clarifications or additional information from any Consultant during the evaluation process
- Conduct interviews or request presentations from one or more Consultants
- Negotiate contract terms, scope, and compensation with the highest-ranked Consultant

- Terminate negotiations and proceed to the next ranked Consultant if an agreement cannot be reached
- Cancel, postpone, or reissue this RFQ in whole or in part if it is determined to be in the best interest of the County
- Waive minor irregularities in SOQs that do not materially affect the evaluation process

Nothing in this RFQ shall obligate the County to award a contract or to complete the procurement process.

Local Consultant Preference

Mendocino County procurement policy establishes a local consultant preference for certain procurements. However, for this project, the County has determined that applying a local presence evaluation factor would not leave an appropriate number of qualified consultants, given the nature of the services required and the limited number of firms maintaining offices within Mendocino County. Accordingly, local consultant preference will not be applied in the evaluation or ranking of consultants for this RFQ.

X. BACKGROUND INFORMATION

Bridge No. 10C-0095 carries Mountain View Road over Rancheria Creek in a rural area of Mendocino County. The structure was originally constructed in 1935 as a three-span reinforced concrete T-girder bridge supported on reinforced concrete piers and abutments founded on spread footings. The bridge has undergone several modifications during its service life, including the installation of supplemental steel bents at the abutments, slope protection measures, and localized repairs to address settlement and scour-related concerns.

The bridge has a documented history of abutment settlement and associated cracking of reinforced concrete elements. Previous maintenance and rehabilitation efforts have included crack repairs, installation of supplemental support elements, and placement of scour countermeasures. These measures have allowed the structure to remain in service while mitigating the impacts of settlement and channel instability.

Recent inspections have identified continued deterioration of the bridge deck, including abrasion, spalling, and cracking, as well as corrosion of bearing plates, deterioration of supplemental steel components, and other age-related deficiencies. While the primary structural elements of the bridge remain functional, these conditions have reduced serviceability and increased maintenance requirements.

In response to these conditions, the County has programmed this project under the Highway Bridge Program (HBP) as a Bridge Preventive Maintenance Program (BPMP) project. The project is intended to address documented deficiencies through targeted

rehabilitation measures including deck rehabilitation, repair of structural concrete spalls, mitigation of corrosion at bearing plates, rehabilitation of supplemental steel components, and other eligible preventive maintenance treatments. The objective of the project is to reduce future maintenance needs and extend the useful service life of the structure.

XI. SCOPE OF SERVICES

The scope of services under this agreement includes the following:

General Information

The County seeks professional engineering services to advance the Rancheria Creek Bridge (Bridge No. 10C-0095) Bridge Preventive Maintenance Program (BPMP) project. The project has been accepted into the Highway Bridge Program (HBP) based on deficiencies identified in the approved LAPG 6A application and the most recent Bridge Inspection Report.

The CONSULTANT shall provide all professional engineering, environmental, permitting, and project support services necessary to develop and deliver the project in accordance with applicable HBP and BPMP requirements. Anticipated improvements include rehabilitation of the bridge deck, repair of structural concrete spalls, mitigation of corrosion at bearing plates, rehabilitation of supplemental steel components, and other eligible preventive maintenance treatments identified during project development and approved by the COUNTY and Caltrans, as applicable.

The CONSULTANT shall review available records, perform field verification of existing conditions, and evaluate the deficiencies identified in the approved BPMP application and the most recent Bridge Inspection Report. The CONSULTANT shall develop recommendations for cost-effective corrective measures consistent with BPMP objectives and funding requirements. If, during project development, the CONSULTANT identifies conditions that substantially affect project feasibility, constructability, cost effectiveness, or program eligibility, the CONSULTANT shall promptly notify the COUNTY and provide recommendations regarding potential modifications to the project scope.

Services may include environmental documentation and clearance, engineering analysis, preparation of Plans, Specifications, and Estimates (PS&E), regulatory coordination and permitting, right-of-way engineering support (if required), bidding support, and other services necessary to advance the project. Construction support services, if required, shall be authorized separately by the COUNTY.

All services performed under this contract shall be conducted under the responsible charge of a Registered Civil Engineer licensed in the State of California. All work shall be performed in accordance with applicable federal, state, and local laws, regulations, and standards, including the Caltrans Local Assistance Procedures Manual (LAPM), Local

Assistance Program Guidelines (LAPG), current Caltrans design standards, and all requirements applicable to federally funded local assistance projects.

Services To Be Provided by Consultant

The services to be provided under this contract are described in Appendix 1 – Scope of Services, which is incorporated into this RFQ by reference.

Services To Be Provided by County

The County will make appropriate staff available for meetings and site visits; review all reports and plans for approval, either as the approving agency or prior to submittal to an approving agency; prepare the Board of Supervisors' packages; schedule any public hearings or meetings; file the Notice of Determination with the County Clerk; prepare any needed Permission to Enter documents for access to private property; complete property appraisals and provide property acquisition for right of way (if required), either by the County or under separate Consultant contract.

The County shall allow the CONSULTANT to review all public-accessible data and information in its files relating to the Mountain View Road Bridge Preventive Maintenance Project.

Minimum Qualifications of Personnel

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subconsultant under contract to CONSULTANT.

Equipment Requirements

CONSULTANT shall have and provide adequate office equipment and supplies to complete the work required by this Contract. CONSULTANT shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

Quality Control/Assurance Measures

The CONSULTANT shall establish and maintain a quality control program to verify the accuracy, completeness, and consistency of all deliverables. The CONSULTANT shall demonstrate familiarity with quality control and quality assurance procedures applicable to bridge design, environmental documentation, and PS&E development for federally funded transportation projects.

XII. STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

SOQs submitted in response to this RFQ shall be concise, well organized, and directly responsive to the requirements of this solicitation. The County values clarity, specificity, and demonstrated understanding of the services requested. Excessive marketing materials and boilerplate corporate information are discouraged and will not be considered in the evaluation.

Submittals shall conform to the outline below and Attachment B – SOQ Checklist/Table of Contents.

Page limits do not include cover pages, dividers, table of contents, resumes, forms, or required attachments.

UNDERSTANDING OF SERVICES AND APPROACH (Limit 4 – 5 pages)

The Consultant shall demonstrate a clear understanding of the Rancheria Creek Bridge BPMP project and the services necessary to advance the project through environmental clearance, permitting, design, and advertisement.

At a minimum, the Consultant shall address its understanding of the project objectives, existing bridge conditions, BPMP eligibility considerations, environmental and permitting requirements, project delivery constraints, and the relationship between the approved scope, field verification, and final design.

The Consultant shall also identify potential project risks, including technical, environmental, regulatory, schedule, funding, right of way, constructability, and cost considerations, and describe its approach to managing those risks. The response should describe how the Consultant will coordinate with the County, Caltrans, regulatory agencies, and other stakeholders as necessary to deliver the project efficiently and in accordance with applicable requirements.

This section shall reflect thoughtful, project-specific analysis. Generic statements of capability will not be scored favorably. Illustrations and graphics may be included where they meaningfully support the narrative.

WORK PLAN (Limit 8 – 10 pages)

Provide a Work Plan describing the Consultant's approach to performing the services identified in Appendix 1 – Scope of Services.

The Work Plan shall follow the task structure provided in the Scope of Services and describe the Consultant's methodology, coordination strategy, and anticipated deliverables. The Work Plan should demonstrate a clear understanding of the relationship between project scoping, environmental clearance, permitting, design development, and preparation of Plans, Specifications, and Estimates (PS&E).

At a minimum, the Work Plan shall:

- Describe the Consultant's approach to performing the services identified in the Scope of Services.
- Identify major deliverables and work products associated with project scoping, environmental clearance, permitting, design development, and PS&E preparation.
- Describe coordination strategies with the County, Caltrans, regulatory agencies, and other stakeholders as necessary.
- Demonstrate an understanding of applicable environmental, permitting, funding, and project delivery requirements.
- Describe the Consultant's approach to managing project schedule, review cycles, agency coordination, and key project milestones.

The Work Plan shall be consistent with the Scope of Services and shall not include work outside the defined scope unless specifically identified as optional.

CONSULTANT TEAM AND KEY PERSONNEL (Limit 4 – 5 pages, excluding resumés)

Provide a description of the Consultant's team and key personnel who will be responsible for delivery of the Rancheria Creek Bridge BPMP project.

At a minimum, include:

- Identification of the Project Manager, who will serve as the primary point of contact for the County.
- A concise description of the Consultant's internal team structure and how project development services will be managed and delivered.
- Defined roles and responsibilities for key personnel.
- A summary of relevant experience demonstrating the team's ability to successfully deliver bridge rehabilitation on federally funded transportation projects involving environmental clearance, permitting, engineering design, and PS&E development.

The Consultant shall demonstrate that the proposed team possesses the qualifications, experience, and availability necessary to successfully deliver the project in accordance with applicable federal, state, and local requirements.

Subconsultants may be included where specialized services are required; however, the County expects the Consultant to perform the majority of work with in-house staff. Any proposed subconsultants shall be clearly identified, along with their roles and qualifications.

Substitution of key personnel will not be permitted without prior written approval of the County.

Resumés for key personnel shall be included as an appendix and shall not count toward the page limit.

PROJECT SCHEDULE

Provide a representative schedule (Gantt chart format) showing major milestones, reviews, and deliverables associated with project development.

The schedule shall reflect:

- Logical sequencing of tasks and deliverables
- Coordination with regulatory or permitting processes, as applicable
- Realistic review durations and agency coordination timeframes
- Demonstrate an understanding of project delivery timelines, review cycles, permitting durations, and key project milestones

REFERENCES

Provide three (3) references for bridge rehabilitation projects under the Bridge Preventive Maintenance Program completed within the past five (5) years. References shall include contact name, phone number, and address (Attachment C). Projects shall demonstrate the quality, type, and past performance of the proposed project team.

CONFLICT OF INTEREST STATEMENT

The Consultant shall include a Conflict-of-Interest Statement disclosing any financial, business, or other relationship with the County of Mendocino that may impact the outcome of this contract. The Consultant shall also identify current clients who may have a financial interest in work performed under this agreement.

FINANCIAL MANAGEMENT SYSTEM

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200

Additional Information

- Additional documents or other material, as appendices, in support of the SOQ. The SOQ, however, must reference any additional material or documentation on Attachment B – SOQ Checklist/Table of Contents.

- Upon specific request of the County, the CONSULTANT shall provide consent and waiver forms permitting the County to obtain employment or professional qualification information from third parties.
- Indicate if the Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the outcome.

XIII. FORMAT OF COST PROPOSAL

Cost Proposal Submittal

In accordance with the qualifications-based selection requirements of the Caltrans Local Assistance Procedures Manual and California Government Code Section 4526, cost proposals shall not be submitted with the Statement of Qualifications (SOQ) and will not be considered as part of the evaluation or ranking process.

Following selection, the County will request a detailed cost proposal from the highest-ranked Consultant and will enter into negotiations to establish a fair and reasonable compensation consistent with applicable federal, state, and local requirements.

Method of Payment

The resulting agreement will utilize a Cost-Plus-Fixed-Fee method of payment. The negotiated cost proposal shall include fully burdened hourly rates for all labor classifications, along with any applicable direct costs, in accordance with federal cost principles.

All work under the agreement shall be performed in accordance with the negotiated Scope of Services, project schedule, and cost proposal incorporated into the final Agreement. The total compensation authorized under the Agreement shall not exceed the negotiated not-to-exceed amount without prior written approval by the County. No work shall be performed outside the approved Scope of Services or without written authorization from the County.

General Cost Requirements

The Consultant shall provide cost information sufficient to support negotiation and compliance with applicable federal regulations, including but not limited to 48 CFR Part 31 and 2 CFR Part 200, as applicable.

The County reserves the right to negotiate all aspects of the cost proposal, including labor rates, classifications, and other direct costs, to ensure that compensation is fair and reasonable. If an agreement cannot be reached, the County reserves the right to terminate negotiations and proceed with the next highest-ranked Consultant.

Nothing in this RFQ obligates the County to accept any cost proposal or to award a contract.

Indirect Cost Rate (ICR) Requirements

The selected Consultant shall be required to provide a current and compliant Indirect Cost Rate (ICR), prepared in accordance with applicable federal requirements (including 2 CFR Part 200 and 48 CFR Part 31), for review and acceptance by the County and/or Caltrans, as applicable.

The ICR shall be supported by appropriate documentation, which may include a cognizant agency approval, Caltrans acceptance, or other documentation deemed acceptable by the County. Certification of Indirect Costs and Financial Management System (Attachment F) shall be completed and submitted by the highest-ranked Consultant as part of the cost proposal and negotiation process.

Failure to provide an acceptable ICR and supporting documentation within a reasonable timeframe, as determined by the County, may result in termination of negotiations and selection of the next highest-ranked Consultant.

XIV. CONTRACT

Following completion of the qualifications-based selection process and successful fee negotiations, the County intends to enter into contract with the highest-ranked Consultant, subject to availability and authorization of sufficient federal and local funding.

Issuance of a Notice of Intent to Award does not constitute execution of a contract. Contract execution shall occur only after funding authorization has been secured and the final negotiated agreement has been approved by the County.

The County reserves the right to withdraw the Notice of Intent to Award and proceed to the next ranked Consultant if the selected Consultant fails to execute the agreement within a reasonable time following presentation of the final contract for signature

Execution Of Contract

1. Upon completion of negotiations and confirmation of funding authorization, the County will prepare and transmit the final contract for signature. The Consultant shall execute and return the contract within two (2) weeks of receipt unless otherwise agreed in writing.
2. In the event the Consultant fails, neglects, or refuses to execute the contract within the required time period, the County may, at its option, terminate negotiations and proceed in accordance with applicable procurement procedures.
3. Incorporated by reference into the contract shall be:
 - All information presented in or with this RFQ;
 - The Consultant's response and negotiated Scope of Work; and

- All written communications between the County and the selected Consultant relating to the negotiated agreement.

No Assignment

Assignment by the successful Consultant to any third party of any contract based on the SOQ or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services can be added by amendment to the contract.

Insurance

Prior to commencement of this AGREEMENT, CONSULTANT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

CONSULTANT shall obtain and maintain insurance coverage as follows

- Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

In addition, CONSULTANT upon request shall provide a certified copy of the policy or policies.

XV. REJECTION OF STATEMENT OF QUALIFICATIONS

The RFQ does not commit the County to award a contract, to pay any costs incurred in the preparation of the SOQ to this request, or to procure or contract for services or supplies.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any SOQs and to accept the SOQ or SOQs which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

The County reserves the right to negotiate with any qualified source, or to cancel the RFQ in part or in its entirety, if it is in the best interest of the County to do so. The County may require the Consultant selected to participate in negotiations, and to submit such SOQ as may result from negotiations.

Any SOQ submitted during this RFQ process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFQ, or any other costs involved including travel.

XVI. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Consultant, it reserves the right to either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFQ will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Qualifications and documented in detail in Attachment D – Exceptions to RFQ.

Limitations

1. Consultants should expect to have access only to public records and public files of local government agencies in preparing SOQs or performing services under this agreement. Consultants should not anticipate any compilation, tabulation, or analysis of data, or provision of definitions or opinions, unless voluntarily provided by a responsible official of the applicable agency.
2. The County reserves the right to terminate the contract upon written notice to the CONSULTANT at any time during the term of the agreement if the County determines that the CONSULTANT's performance is not satisfactory.
3. Contract payments will be made on the basis of satisfactory performance by the CONSULTANT, as determined by the County. Invoices shall be submitted periodically for work performed in accordance with the approved Scope of Services and shall be

paid upon County review and approval. The County reserves the right to withhold payment for any work determined to be unsatisfactory or not in compliance with the requirements of the Agreement. Final payment will be made upon the County's acceptance of the completed work.

XVII. LIST OF ATTACHMENTS

Attachment A – SOQ Summary and Statement of Qualifications

Attachment B – SOQ Checklist/Table of Contents

Attachment C – References

Attachment D – Exceptions to RFQ

Attachment E – Certificate of Non-collusion

APPENDIX 1
SCOPE OF SERVICES

RFQ No. 260018
MOUNTAIN VIEW ROAD OVER ROBINSON CREEK
BRIDGE PREVENTIVE MAINTENANCE PROJECT
MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers may be added, removed, or changed without prior COUNTY approval.

CONSULTANT shall provide the following services including, but not limited to, the following Scope of Services listed herein:

Task 1 – Project Management and Coordination

The CONSULTANT shall provide project management services for the duration of the contract, including project administration, schedule management, progress reporting, invoicing, and coordination with the COUNTY, Caltrans, and other stakeholders as necessary. The CONSULTANT shall attend meetings as required and shall be responsible for maintaining communication necessary to advance the project in accordance with the approved schedule.

Task 1.1 – Project Initiation

The CONSULTANT shall conduct a kickoff meeting with the COUNTY and other stakeholders as appropriate to review the project scope, schedule, communication protocols, project constraints, and available background information. The CONSULTANT shall prepare a detailed project schedule identifying major milestones, review periods, and anticipated submittal dates.

Deliverables:

- Kickoff meeting agenda
- Kickoff meeting minutes
- Initial project schedule

Task 1.2 – Project Coordination and Meetings

The CONSULTANT shall coordinate with the COUNTY, Caltrans, regulatory agencies, and other stakeholders as necessary throughout the duration of the project. The CONSULTANT shall attend meetings necessary to advance the project and shall document decisions, action items, and follow-up activities.

Deliverables:

- Meeting agendas
- Meeting minutes
- Updated action item log

Task 1.3 – Progress Reporting and Schedule Management

The CONSULTANT shall monitor project progress and maintain the project schedule throughout the duration of the contract. The CONSULTANT shall provide monthly progress reports summarizing completed work, upcoming activities, schedule status, outstanding issues, and anticipated changes affecting project delivery.

Deliverables:

- Monthly progress reports
- Updated project schedules
- Written notification of significant schedule impacts

Task 1.4 – Invoicing and Contract Administration

The CONSULTANT shall prepare invoices and supporting documentation in accordance with COUNTY requirements and applicable Caltrans Local Assistance procedures. The CONSULTANT shall be responsible for administration of subconsultant agreements and for maintaining documentation supporting billed services. Invoices shall include a summary of work performed during the billing period and identification of the tasks and subtasks associated with the billed effort.

Deliverables:

- Monthly invoices
- Supporting invoice documentation

Task 2 – Existing Conditions Review, Field Verification, and Project Scoping

The CONSULTANT shall review available project records, including the approved LAPG 6A application, the most recent Bridge Inspection Report, available as-built plans, previous repair records, load rating information, scour-related documentation, and other information provided by the COUNTY.

The CONSULTANT shall perform a field review of the bridge and surrounding site conditions to verify the deficiencies identified in the approved BPMP application and Bridge Inspection Report and to evaluate the proposed preventive maintenance improvements. The review shall include bridge deck conditions, reinforced concrete superstructure elements, bearing plates and supports, supplemental steel components, exposed foundations, existing scour countermeasures, channel conditions, historical settlement and scour-related repairs, and other factors that may affect the scope, constructability, or long-term performance of the proposed improvements.

Based on this review, the CONSULTANT shall prepare a Project Scoping Memorandum documenting existing conditions, recommended BPMP improvements, permitting and environmental considerations, constructability concerns, and any recommended modifications to the approved project scope. Any significant scope modifications shall be reviewed with the COUNTY and may require Caltrans concurrence. The Project Scoping Memorandum shall serve

as the basis for finalizing the project scope and advancing the project into environmental clearance and design.

Deliverables:

- Field review documentation
- Project Scoping Memorandum
- Recommended BPMP scope and treatment summary
- Identification of permitting, environmental, and project development constraints

Task 3 – Environmental Documentation and Clearance

The CONSULTANT shall evaluate the environmental requirements associated with the proposed project and prepare the documentation necessary to obtain environmental clearance in accordance with applicable federal, state, and local requirements.

The CONSULTANT shall coordinate with the COUNTY, Caltrans Local Assistance, and applicable resource and regulatory agencies to determine the appropriate environmental pathway and level of documentation required for the project. Services may include preparation of environmental documents, technical studies, agency coordination, responses to agency comments, and incorporation of environmental commitments into project development and design.

The CONSULTANT shall support the COUNTY through completion of all environmental approvals necessary to advance the project into final design and construction authorization.

Deliverables:

- Environmental strategy memorandum identifying the proposed environmental pathway
- Administrative draft environmental document(s), as required
- Technical studies supporting environmental clearance, as required
- Agency coordination records
- Final environmental approval documentation

Task 4 – Permitting and Agency Coordination

The CONSULTANT shall identify permits, approvals, and agency authorizations necessary to implement the approved project and shall prepare permit applications, supporting technical documentation, and related materials required to obtain such approvals.

The CONSULTANT shall coordinate with the COUNTY, Caltrans, and applicable state, federal, and local resource agencies throughout the permitting process. Services may include preparation of permit application packages, responses to agency comments, attendance at agency meetings, and revisions to permit documents as necessary to support permit issuance.

Permitting efforts shall be limited to those approvals necessary to deliver the approved BPMP project. The COUNTY shall remain the applicant of record unless otherwise directed.

Deliverables:

- Permit strategy memorandum identifying anticipated permits and approvals
- Permit application packages, as required
- Supporting technical documentation, as required
- Agency coordination records
- Final permit approvals and authorization documentation

Task 5 – Preliminary Engineering and Design Development

Following COUNTY acceptance of the Project Scoping Memorandum, the CONSULTANT shall develop the engineering recommendations, analyses, and preliminary design necessary to advance the approved BPMP improvements toward final design.

Anticipated improvements may include bridge deck rehabilitation, repair of structural concrete deterioration, mitigation of corrosion at bearing plates, rehabilitation of supplemental steel components, and other eligible preventive maintenance treatments approved by the COUNTY and Caltrans, as applicable.

The CONSULTANT shall perform the engineering analyses, calculations, field investigations, and supporting evaluations necessary to support the proposed improvements. The CONSULTANT shall evaluate design alternatives where appropriate, develop recommended rehabilitation strategies, and coordinate with the COUNTY regarding significant design decisions affecting scope, cost, constructability, maintenance, or project delivery.

The CONSULTANT shall prepare preliminary design exhibits and supporting documentation sufficient to establish the basis of design and advance the project into final PS&E development.

Deliverables:

- Preliminary engineering calculations and supporting analyses
- Preliminary design exhibits and rehabilitation recommendations
- Basis of Design Memorandum
- Updated Engineer's Opinion of Probable Construction Cost

Task 6 – Plans, Specifications, and Estimates (PS&E)

The CONSULTANT shall prepare Plans, Specifications, and Estimates (PS&E) for the project in accordance with current Caltrans Local Assistance requirements, applicable design standards, and approved environmental commitments and permit conditions.

Design submittals shall include 60 percent, 90 percent, and Final PS&E packages. The CONSULTANT shall address review comments from the COUNTY, Caltrans, and other reviewing agencies and shall revise the PS&E documents as necessary to advance the project through final design.

The CONSULTANT shall prepare a final Engineer's Estimate and complete bid package suitable for advertisement and construction authorization.

Deliverables:

- 60% PS&E Package
- 90% PS&E Package
- Final PS&E Package
- Comment response matrix for each design submittal
- Final Engineer's Estimate
- Bid package suitable for advertisement

Task 7 – Bidding Support

The CONSULTANT shall provide support during advertisement and bidding of the project. Services may include responses to Requests for Information (RFIs), preparation of addenda, assistance with evaluation of bidder questions and review of bids for consistency with the contract documents, and other services necessary to support project advertisement and award.

Deliverables:

- Responses to Requests for Information (RFIs)
- Addenda, as required
- Bid review support documentation
- Recommendation memorandum addressing technical bid issues, if requested by the COUNTY

Optional Task 8 – Construction Support Services

At the COUNTY's discretion, the CONSULTANT may be requested to provide engineering support services during construction. Services may include review of RFIs, review of submittals, preparation of design clarifications, evaluation of proposed changes, and other services necessary to support implementation of the approved design.

This task is not included in the initial authorization and may be added by amendment if required.

Deliverables:

- Responses to Requests for Information (RFIs)
- Submittal review comments
- Design clarification memoranda
- Evaluation of proposed design changes
- Revised drawings, calculations, specifications, or estimate documentation, if required

[END SCOPE OF SERVICES]

APPENDIX 2
SOQ EVALUATION CRITERIA AND SCORING FORM

RFQ NO. 260018

MOUNTAIN VIEW ROAD OVER RANCHERIA CREEK
BRIDGE PREVENTIVE MAINTENANCE PROJECT

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION

Consultant Name: _____

Evaluated By: _____

		Rating Scale
1	Poor	SOQ fails to adequately address RFQ requirements. Significant deficiencies in understanding, approach, or team qualifications. High probability of unsuccessful performance.
2	Marginal	SOQ partially meets RFQ requirements but contains notable weaknesses, unclear elements, or insufficient detail. Risk factors are not adequately addressed. Raises concerns regarding ability to successfully deliver without significant oversight or clarification.
3	Acceptable	SOQ meets RFQ requirements and demonstrates general understanding of the project. Approach is adequate and appears capable of achieving objectives. May rely on some generic language but contains sufficient substance to demonstrate capability.
4	Strong	SOQ demonstrates clear and thoughtful understanding of project requirements. Addresses major risks and technical considerations. Team is well qualified and approach is sound. Minor weaknesses may exist but do not raise concern regarding successful delivery.
5	Exceptional	SOQ demonstrates a superior and project-specific understanding. Identifies key risks and constraints with clear mitigation strategies. Approach is innovative where appropriate and clearly exceeds RFQ expectations. Team qualifications are directly aligned with project needs. Provides strong confidence of successful delivery with minimal oversight required.

Evaluation will be based on the quality, clarity, and relevance of information provided in the SOQ.

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
	Completeness of Response (Pass/Fail – Not Scored)			
1	Project Understanding		35%	
2	Project Development Team		30%	
3	Project Work Plan		15%	
4	Project Schedule		10%	
5	Relevant Experience		5%	
6	References		5%	
			Score Total	

Highest Score Total is 5

Comments:

Scoring: (To be performed by the Department of Transportation)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Exceptional 4 = Strong 3 = Acceptable 2 = Marginal 1 = Poor

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

Completeness of Response (Pass/Fail)

- Responses to this RFQ must be complete. Responses shall include all SOQ content requirements identified within this RFQ and any subsequent addenda and address each of the required elements.
- SOQs that are incomplete, non-responsive, or fail to follow the required format may be rated a Fail and receive no further consideration.

1. Project Understanding and Approach (35%)

The CONSULTANT shall demonstrate a clear and project-specific understanding of the project and the services required.

Evaluation will consider:

- Demonstrated understanding of project objectives, constraints, and key considerations.
- Identification of potential project risks (technical, environmental, regulatory, right of way, funding, constructability, schedule, etc.) and mitigation strategies.
- Understanding of coordination requirements with the COUNTY and other stakeholders, including regulatory agencies (as applicable).
- Awareness of applicable procedures, standards, regulatory requirements, and project delivery processes.
- Overall clarity, depth, and project-specific analysis.

Generic statements of capability will not be scored favorably.

2. Project Development Team (30%)

Evaluation will focus on the strength, experience, and organization of the team.

Considerations include:

- Qualifications and relevant experience of the Project Manager and key personnel in delivering similar projects.
- Relevant experience of key discipline leads appropriate to the services.
- Demonstrated experience working together as a team on similar efforts.
- Clarity of roles and responsibilities.
- Availability and level of commitment of key personnel.

Emphasis will be placed on the experience of individuals for this project rather than general firm qualifications.

3. Project Work Plan (15%)

Evaluation will consider the clarity, completeness, and efficiency of the Project Work Plan.

Considerations include:

- Logical organization and alignment with the Scope of Services.
- Clear identification of deliverables and major work products.
- Demonstrated understanding of applicable regulatory, environmental, and permitting requirements (as applicable).
- Efficiency and practicality of the approach.
- Avoidance of unnecessary or duplicative work

The Work Plan should reflect a disciplined and efficient path to project delivery.

4. Project Schedule (10%)

Evaluation will consider the realism and sequencing of the project schedule.

Considerations include:

- Clear identification of major phases, milestones, and deliverables.
- Logical sequencing of tasks and coordination activities.
- Realistic durations for reviews, approvals, and agency coordination.
- Demonstrated understanding of potential schedule constraints and dependencies.

Schedules that appear overly compressed or lack consideration of coordination requirements may be scored lower.

5. Relevant Experience (5%)

Evaluation will consider demonstrated experience delivering similar projects or services.

Emphasis will be placed on:

- Experience with projects of similar scope, complexity, and delivery requirements.
- Experience working with public agencies and applicable regulatory processes.
- Experience working under applicable funding or program requirements (as applicable).

General corporate experience not directly related to the services will be weighted less heavily.

6. References (5%)

References will be evaluated to confirm the CONSULTANT's performance on similar projects.

Considerations include:

- Quality of work.
- Adherence to schedule and budget.
- Responsiveness and coordination with clients and stakeholders.
- Overall client satisfaction.

References will serve primarily as verification of qualifications presented in the SOQ.

APPENDIX 3
SAMPLE MENDOCINO COUNTY PROFESSIONAL SERVICES AGREEMENT

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its [Services]; and,

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

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

Exhibit A Definition of Services

Exhibit B Payment Terms

Exhibit C Insurance Requirements

Exhibit D Mendocino County ePayables Information

Exhibit E A&E Boilerplate Language For Local Assistance Federal-Aid Projects

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through _____, 20____.

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: _____

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

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

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONSULTANT:

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; **\$75,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs,

liabilities, and losses whatsoever that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, recklessness or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULTANT's officers, employees, agents and subconsultants.

3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written

report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-CONSULTANT, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other Agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subCONSULTANTS or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take

such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of
Ukiah, CA 95482
Attn:

To CONSULTANT: [Name of CONSULTANT]
[Number and Street]
[City, State, Zip Code]
Attn:

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

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

11. **USE OF COUNTY PROPERTY:** CONSULTANT shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subCONSULTANTS have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements,

written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subCONSULTANT(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subCONSULTANTS with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subCONSULTANTS.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will

not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The Scope of Work developed by CONSUTLANT and agreed upon by COUNTY during contract negotiations will be included in its entirety here under "Exhibit A – Definition of Services".

[END OF DEFINITION OF SERVICES]

**EXHIBIT B
PAYMENT TERMS**

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the attached Consultant Cost Proposal. Direct Labor Costs, Indirect Cost Rates and Fixed Fee may only be altered by approval from COUNTY and through a contract amendment.
2. CONSULTANT's statement of charges shall be submitted to COUNTY monthly.
3. The method of payment for this agreement is Actual Cost Plus Fixed-Fee.
4. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
7. CONSULTANT agrees to adhere to the following Invoicing Procedure:
 - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
 - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
 - Invoices shall be similar in format to the Sample Invoice included in these Payment Terms, including subCONSULTANT invoices.
 - CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
 - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
 - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
 - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.

- COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses.
- If an expense report is used, values on the report must match the receipts. Items on a receipt not listed for reimbursement must be crossed out and initialed by CONSULTANT seeking the reimbursement and the new total noted.
- CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
- Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.
- All charges accumulated within COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
 Department of Transportation
 340 Lake Mendocino Dr
 Ukiah, CA 95482
 Attn: *DOT Bridge Project Manager*
 MCDOT Project No.: BRLO-5910(147)
 Fort-Bragg Sherwood Road Bridge
 Replacement Project
 Services Period: 1Nov22-30Nov22
 Services Performed:

Invoice No.: 123456
 Date: 17 December
 Consultant Contract 2015
 No.: XYZ
 MCDOT Contract 240035
 No.:

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57
Direct and Indirect Costs				%
Subtotal				<u>\$111.80</u>
Fixed Fee				10.00%
				<u>\$122.98</u>

Reimbursables

Mileage	\$0.64
Shipping	<u>\$17.51</u>
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$141.13

Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	<u>\$250.00</u>
	\$2000.00
Subconsultant subtotal	<u>\$2,141.13</u>

Total Due This Invoice**Billing Status**

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
-----------------	---------------------	------------------------	------------------	------------------	-------------------

Signed: _____
 (Name)

[END OF PAYMENT TERMS]

EXHIBIT C
INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email

Auditorap@mendocinocounty.gov

ATTACHMENT A
SOQ SUMMARY & STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION

RFQ No. 260018

MOUNTAIN VIEW ROAD OVER RANCHERIA CREEK BRIDGE PREVENTIVE MAINTENANCE PROJECT

RFQ No.	260018
RFQ Issue Date:	June 16, 2026
RFQ Submission Deadline:	July 31, 2026

SOQs must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFQ No. 260018", and delivered by 2:00 p.m. July 31, 2026 to:

Mendocino County Department of Transportation,
Attn: Rygg Larsen
340 Lake Mendocino Drive
Ukiah, CA 95482.

Questions regarding this RFQ should be directed to:

Procedural and Technical inquires:

Rygg Larsen
LarsenR@MendocinoCounty.gov

This SOQ Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your SOQ. SOQs submitted without this page will be deemed non-responsive.

Consultant Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFQ Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

CERTIFICATIONS:

1. Do you agree to comply with specifications, RFQ instructions, draft contract requirements and other pertinent references contained in this RFQ?

☐ YES☐ NO

2. Do you agree that the SOQ will stand firm and will not be withdrawn for a period of 120 days after the SOQ is opened?

☐ YES☐ NO

3. Do you certify that all statements in the SOQ are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

☐ YES☐ NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?

☐ YES☐ NO

5. Would you like to be an ePayable as described in Appendix 3 - Sample Mendocino County Contract?

☐ YES☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____

(PRINTED NAME)

Signature: _____

Date: _____

ATTACHMENT B
SOQ CHECK LIST/TABLE OF CONTENTS

This SOQ checklist identifies the various components that must be submitted with your SOQ. This form is to be completed and included in the SOQ and must be located directly behind Attachment A.

Follow this sequence in presenting your SOQ with the checklist serving as your table of contents.

SOQ Check List/Table of Contents	Page No.
Signature Page (Attachment A)	
SOQ Check List/Table of Contents (Attachment B)	
Project Understanding	
Project Work Plan	
Project Development Team	
Staff Resumés	
Project Schedule	
Conflict of Interest Statement	
References (Attachment C)	
Exceptions to the RFQ (Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (Attachment E)	
Insurance Coverage (Certificate of Insurance)	
Acknowledgment of Addenda (if applicable)	

**ATTACHMENT C
REFERENCES**

Provide three (3) references for bridge rehabilitation, bridge replacement, or similar transportation projects completed within the past five (5) years.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

ATTACHMENT D
EXCEPTIONS TO RFQ

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFQ and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable.
Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as
required.)

Authorized Representative: _____
(PRINTED NAME)

Signature: _____

Date: _____

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this SOQ has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Consultant)

(Signature of Authorized Agent)

_____, 2026
Date

ATTACHMENT F
CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR): _____

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System: _____

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____

Title**: _____

Signature: _____

Date: _____

Phone**: _____

Email**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

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