



**REQUEST FOR QUALIFICATIONS  
for  
Material Testing and Inspection Services  
For  
El Rio Pedestrian Improvement Project**

**RESPONSE DUE**

by

**4:00 p.m.**

on

**April 15<sup>th</sup>, 2024**

at

**County of Ventura – Public Works Agency**

**Hall of Administration Main Plaza**

**Attention: Gianfranco Laurie,**

**800 S. Victoria Avenue, #1620**

**Ventura, CA 93009**



FOR THE COUNTY OF VENTURA, PUBLIC WORKS AGENCY  
TRANSPORTATION DEPARTMENT

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## Attachment

- Exhibit D – State Provisions

**I. SCHEDULE OF EVENTS**

Issuance of RFQ.....	04-01-2024
Last Date to submit inquiries.....	04-10-2024
Closing Date for SOQ.....	04-15-2024
SOQ’s Evaluation Period.....	3 Days
Notification of Final Selections.....	04-18-2024

**II. INTRODUCTION**

Ventura County Public Works Agency (VCPWA) is seeking Statements of Qualifications (SOQ) from qualified and experienced professional engineering firms to provide material testing and inspection services for the El Rio Pedestrian Improvement Project (Project). The services required shall be to provide a construction inspector and material testing lab as outlined in this RFQ. This project is mainly funded with a State Active Transportation Program grant (Cycle 5) and a portion using County local road funds. Therefore, the proposed contract shall comply with Chapter 10.2.1 of the Caltrans Local Assistance Procedures Manual and Exhibit D.

**III. PROJECT DESCRIPTION AND PURPOSE**

The Project includes minor roadway widen and construct of curb and gutter, sidewalk, driveway approaches, driveway tie-ins, access ramps, curb extensions (bulb-outs), adjusting/relocating fences and gates, adjusting/relocating utilities, removing trees/brush, infiltration basins, storm drain system improvements, signing and striping enhancements and other appurtenant work as shown on the construction drawings. Project funding will be mainly provided by the Active Transportation Program (ATP) Cycle 5. The purpose of these improvements is to construct accessible pedestrian walkways and promote the use of active modes of transportation for the El Rio neighborhood area.

**IV. SCOPE OF WORK**

Material testing and inspection services shall include but not limited to the following tasks:

- Consultant shall provide a Material Testing Field Inspector(s) for compacting testing on sub-grade soils, construction materials such as aggregate base, asphalt binders, emulsions, concrete sampling, and any other specialized materials required for the Project.
- Consultant shall provide Technicians for sample pickup from the job site and the batch plants.
- Become familiar with Plans & Specifications, construction schedule and construction sequences.

- Consultant shall perform various laboratory testing for asphalt, concrete, base, emulsion-aggregate slurry seals and any other specialized testing required for the Project.
- Attend the pre-construction meeting and office meetings when requested.
- Report any failed tests and inform the contractor and County immediately.
- Notify construction contractor and inspector about non-compliance items when discovered.
- Prepare Material Testing Inspection Field Reports and Lab Reports. Distribute Reports to the Resident Engineer immediately.

**V. SCHEDULE**

Construction of the Project is expected to begin June 2024 and last approximately six (6) months.

**VI. SUBMITTALS AND INQUIRIES**

Statements of Qualifications (SOQ’s) should be submitted no later than 2:00 P.M. on April 15, 2024, to the following address:

County of Ventura – Public Works Agency  
 Hall of Administration Main Plaza  
 Attention: Gianfranco Laurie  
 800 S. Victoria Avenue, #1620  
 Ventura, CA 93009

All Submittals should be sent by registered mail, certified mail, overnight mail, hand delivery, or by email. Incomplete submittals and/or submittals received after the deadline will not be accepted. Consultants may submit questions via email to [Gianfranco.Laurie@ventura.org](mailto:Gianfranco.Laurie@ventura.org) no later than then 2:00 p.m. on April 10, 2024. All inquiries shall be made only through this email address; telephone calls will not be accepted.

**VII. SUBMISSIONS**

The SOQ must not be more than 15 single sided pages and shall be in spiral bound 8.5”x11” format or may be submitted via email to [Gianfranco.Laurie@ventura.org](mailto:Gianfranco.Laurie@ventura.org). The SOQ shall include the following:

1. A cover letter signed by an authorized representative of the prospective consulting firm. The cover letter shall include contact information: Name, address, telephone number, and e-mail address.
2. Statement of Understanding – Consulting firm shall include a statement describing their understanding of the work to be performed under this contract and a brief description of the firm including the types of services offered.
3. List of personnel to be made available for these services and a brief resume for each describing their education, experience, and qualifications.
4. Consultant shall list a minimum of three (3) projects of similar nature completed. Please include:
  - Project Description
  - Description of services provided and Key personnel.
  - Client name, contact person, and current phone number.

**VIII. SELECTION CRITERIA**

The selection committee, comprised of VCPWA staff, will evaluate, and score the SOQ’s based on the selection criteria listed below:

<b>Evaluation Criteria</b>	<b>Rating (1-10)</b>	<b>Rating Factor</b>	<b>Total Weighted # of Points</b>	<b>Max. Possible</b>
Project Understanding and Approach		x 2.0		20
Quality, Clarity, Responsiveness, & Overall Impression		x 1.5		15
Project Team / Sub-Consultants Qualifications		x 2.0		20
Relevant Experiences		x 3.0		30
Past Experiences (list a rating value of 5 if none)		x 1.5		15

**Project Understanding/Approach:** Does the Consultant’s understanding of the project requirements conform to the Scope of Services offered? Does the Consultant offer a sensible approach in response to the Scope of Services? Does the Consultant offer an expanded scope for the project (Additional Services) that is justified and reasonable?

**Quality, Clarity, Responsiveness, & Overall Impression:** The overall look of the SOQ is professional, well organized, and easy to follow. The SOQ meets the terms and format required in the RFQ and follows the breakdown of the scope of work in the SOQ.

**Project Team / Sub-Consultant Qualifications:** Is the proposed team composed of members/sub-consultants with expertise and background related to the proposed project? Are appropriate disciplines

presented? How much of the work will be handled by the Consultant's in-house staff and how long has that staff has been working for the firm? How many similar projects have the proposed subconsultants worked with the Consultant as a team?

**Relevant Experiences:** Has the Consultant completed similar projects in both scope and size for similar type for other public agencies?

**Past Experiences:** What is the County's experience in working with the Consultant in the past? If they have no experience, please put a mid-point value of 5, and deviate accordingly if there are any negative or positive past experiences.

Upon completion of the SOQ evaluations, the final ranking of the of the firms will be established. The highest-scoring firm will be invited to submit a written fee proposal and if accepted, invited to enter in a contract with VCPWA.

## **IX. AGENCY PROVIDED DOCUMENTS**

AGENCY will provide or accomplish the following upon request.

1. Final Plans [RD24-05 PROJECT NO. 50616 PLANS.pdf](#)

## **X. PAYMENT METHOD**

The method of payment for this contract shall be "Itemized Unit Cost" for equipment and "Specific Rate of Compensation". Under this method of payment, the proposed Consultant is paid at an agreed upon and supported fixed hourly rate for each employee working directly on the contract work. These rates shall be negotiated and agreed upon between VCPWA and Consultant and included in the contract. The specific fixed rate includes the proposed indirect costs, such as overhead, fringe, and other administrative charges. Rates of Other Direct Costs shall be reimbursed using itemized unit costs, such as mileage, printing, postage, and other reimbursable expenses. A schedule of costs shall not be submitted with the SOQ. Once the SOQ's have been evaluated, a cost proposal will be requested from the highest-ranking firm.

# **EXHIBIT D**

## **STATE PROVISIONS**

**EL RIO PEDESTRIAN IMPROVEMENTS  
PROJECT NO. ATPSB1L-5952(208)**

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- **SECTION ONE: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**
- **SECTION TWO: RETENTION OF RECORD/AUDITS**
- **SECTION THREE: AUDIT REVIEW PROCEDURES**
- **SECTION FOUR: STATE PREVAILING WAGE RATES**
- **SECTION FIVE: NON-DISCRIMINATION**

## **SECTION ONE: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **SECTION TWO: RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **SECTION THREE: AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the

audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a) If the proposed rate is less than one hundred fifty percent (150%) -the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b) If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c) If the proposed rate is greater than two hundred percent (200%) -the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all

other agreements executed between LOCAL AGENCY and the CONSULTANT, either as prime or subconsultant, with the same fiscal period ICR.

#### **SECTION FOUR: STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
    - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
    - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
    - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
  5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at

<https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## **SECTION FIVE: NON-DISCRIMINATION**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical ability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et. seq.), the applicable regulations promulgated there under (2 CCR § 11000 et. seq.), the provisions of Gov. Code § 11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth 2 CCR § 8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business accountants, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontractors to perform work under this agreement.