



MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL
CONTRACT 180028
EAST HILL ROAD (CR 301) BRIDGE REPLACEMENT AT DAVIS CREEK (M.P. 2.01)
CONSTRUCTION MANAGEMENT
DOT PROJECT B1001; FEDERAL-AID PROJECT BRLO-5910(077)

I. INTRODUCTION

Mendocino County Department of Transportation requires the services of Professional Construction Engineering firms to provide construction engineering and project management services. This construction engineering is for a federally funded Highway Bridge Program project. The project is the replacement of a bridge with the new bridge being a 180-foot box-beam bridge, 43-feet wide.

The purpose of this request is to provide complete construction management and inspection to provide a completed product that performs as intended. Portions of the scope of work may be performed by County staff, based on availability of staff, but selected firm must be able to perform all of the tasks as put forward in the Scope of Work.

To assure independent action, the design consultant for this project may not participate in the Construction Management portion of a project beyond the verification of details, approval of construction contractor product submittals and other activities normally expected of the design engineer during construction, for which he will be retained.

Consultant proposals will provide examples of previous projects using Caltrans procedures to demonstrate the appropriate knowledge and experience for this work.

The County has established insurance requirements applicable to professional services agreements, including this proposed agreement. The applicable insurance requirements are listed in section XVII of this Request for Proposal.

II. DEFINITIONS

COUNTY – The County of Mendocino.

Consultant - A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONSULTANT – A Consultant who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION

A. Consultants must submit 3 copies of their proposal. The proposal must be formatted in accordance with the instructions of this Request for Proposal. Promotional materials

may be attached, but are not necessary and will not be considered as meeting any of the requirements of this Request for Proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked “East Hill Road Bridge Replacement at Davis Creek” and delivered to:

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

Late or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that his proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered. Note: The un-authorized use of the County’s official logo is strictly prohibited.

Submittal Deadline: April 13, 2018 by 2:00 P.M.

- B. In a separate sealed envelope, proposers are required to submit with their proposal package, with original Consultant signature:
 - 1. Certificate of Non-Collusion (Attachment B).
 - 2. Proposal Summary Fact Sheet and Statement of Responsibility (Attachment C).
 - 3. Exhibit 10-O1 “Local Agency Proposer DBE Commitment”.
- C. Proposers are expected to examine all provisions, specifications and instructions included in this Request for Proposal. Failure to do so will be at the proposer’s risk.
- D. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- E. All proposals will remain in effect and legally binding for at least 45 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits and any other actions related to responding to this Request for Proposal shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.
- G. All proposals, response inquiries and correspondence relating to or in reference to this Request for Proposal, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultant shall become the property of the County of Mendocino.
- H. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.
- I. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States.
- J. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

IV. PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to Jason Wise at (707) 234-2846 or email: WiseJ@MendocinoCounty.org

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of the County may be altered by letter or facsimile bearing the name and signature of the Consultant's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alterations will not be accepted.

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 Proposals and to permit Mendocino County to fully consider various factors that may affect the decision. This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to Consultants in the event of schedule changes.

Scheduled Activity	Proposed Date
Final Date Written Questions Accepted	March 20, 2018
Request for Proposal Submission Deadline	April 3, 2018
Final Selection and Notification	April 6, 2018
Begin Cost Negotiations Date	April 17, 2018
Contract Execution	May 22, 2018
Begin Work	June 1, 2018

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of each Consultant's proposal. The selection process will be governed by the following criteria:
1. The proposal must adhere to the instructions and format as specified in this Request for Proposal.
 2. The evaluation will include a review of all documents and information relating to the Consultant's services, organizational structure, capabilities qualifications and past performance.
 3. Consultants may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. EVALUATION CRITERIA

- A. The proposal 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 proposals that will be evaluated by the Selection Committee.

1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
2. Experience of Consultant in providing services and quality of work.
3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

There are further parameters noted in Attachment A.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment D. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals. If no exceptions are noted, the County will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- F. Open Procurement
 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's Proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.

4. Mendocino County reserves the right to negotiate a contract with more than one Consultant at the same time.

X. SCOPE OF WORK

Please see the included scope of work in Attachment D.

XI. FORMAT OF TECHNICAL PROPOSAL

Proposals submitted in response to this Request for Proposal should include:

- A. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this Request for Proposal. Be specific and address all elements including timing of implementation.
- B. A description of previous relevant projects, with a reference and contact information for each.
- C. Limit proposal to 20 sheets of letter-sized paper (single or double sided). The intent is that the bound proposals will be limited to 20 sheets maximum of information to be reviewed by each selection committee member. Sheets that do not convey information, such as covers and dividers are not included in the count.
- D. A description of the experience and qualifications of key persons, including those who may perform services under this contract. Staff resumes that cover all experience and educational background may be used. All personal information provided will be maintained in confidence as allowed by law.
- E. Timeline (Gantt chart) indicating implementation schedule and training schedule (if applicable).
- F. Upon specific request of the County, Consultant shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.

Please note that this is a Request for Proposal. A detailed cost proposal is not being requested. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s). All cost proposals must conform to Caltrans Exhibit 10-H.

XII. RESERVED

XIII. RESERVED

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.
- B. Execution of Contract
 1. Upon the acceptance of a Consultant's Proposal, Consultant's Detailed Cost proposal, and successful negotiations, County will prepare and submit a contract to the successful Consultant for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Consultant

fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

2. Incorporated by reference into the contract which is to be entered into by County and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant's response thereto, and (b) all written communications between County and the successful Consultant whose Proposal is accepted.

C. No Assignment

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

D. 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.

E. Payment

This contract will be paid at Actual Cost plus Fixed Fee.

XV. REJECTION OF PROPOSALS

The Request for Proposal does not commit the County to award of a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the Request for Proposal in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this Request for Proposal 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 Request for Proposal or any other costs involved including travel. The selected Consultant will be required to obtain a County business license if not already held.

XVI. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Consultant, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this Request for Proposal 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 should be mentioned in the response to the Request for Proposals.

Limitations:

- A. The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation; tabulation or analysis of data; definition; opinion etc., unless volunteered by a responsible official of that agency.
- B. The County has the authority to terminate the contract upon written notice to the Consultant at any time during the period of the contract if the County finds that the Consultant's performance is not satisfactory.
- C. Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVII. INSURANCE REQUIREMENTS

Consultant will be required to furnish to County certificates of insurance evidencing at the minimum the following:

- A. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Worker's Compensation And Employer's Liability: Worker's compensation limits as required by the labor code of the State of California.
- D. Professional Liability Insurance (Errors and Omissions) in the amount of \$500,000 (minimum).

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D – Scope of Work

LAPM Exhibit 10-I – Notice to Proposers DBE Information

LAPM Exhibit 10-O1 – Local Agency Proposer DBE Commitment

LAPM Exhibit 10-O2 – Local Agency Contract DBE Commitment

LAPM Exhibit 15-H – DBE Information-Good Faith Effort

LAPM Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System

LAPM Exhibit 10-A – A&E Consultant Financial Document Review Request Letter

ATTACHMENT A

County of Mendocino Department of Transportation East Hill Road Bridge Replacement at Davis Creek

Proposal Evaluation Form

Consultant Name: _____

	Value	Score*	Notes
A. Demonstrated understanding of the work to be done	25 points		
B. Experience with similar kinds of work	20 points		
C. Capacity/Ability of agency to complete work	15 points		
D. Capability of developing innovative or advanced techniques	10 points		
E. Familiarity with state and federal procedures	10 points		
F. Demonstrated technical ability	10 points		
G. Financial responsibility	5 points		
H. Local presence	5 points		
I. Performance history w/ organization	-5 to 0 pts		

Evaluation Total (Maximum 100)	
---------------------------------------	--

Evaluated By: _____

Project Manager: _____

Signature: _____

Initial: _____

Date: _____

Date: _____

This proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract.

- A. Adequacy of the described plan and approach to deliver requested services as described in this RFP. Completeness of response; compliance with RFP; implementation plan & schedule; etc..
- B. Relevant experience; experience working with public agencies; etc...
- C. Organization capacity; staff qualifications; availability of pertinent staff; status of professional certifications; Consultant meets the minimum requirements to provide the service; etc...
- D. Creative; innovative; techniques; etc...
- E. Experience working with Federal Aid; experience working with local governments; etc...
- F. Quality product; competency; etc...
- G. Ability to deal with payment schedule
- H. Proximity to County or able to address response time
- I. Past relationships with the County.

*Overall ranking based on Evaluator's final rankings, not raw scores.

ATTACHMENT B

County of Mendocino
Department of Transportation
East Hill Road Bridge Replacement at Davis Creek

Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal 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.

Printed Name of Authorised Representative

Signature

Date

ATTACHMENT C

County of Mendocino
Department of Transportation
East Hill Road Bridge Replacement at Davis Creek

Proposal Summary Fact Sheet and
Statement of Responsibility

1. Applicant Firm Name: _____
2. Executive Director: _____
3. Contact Person: _____ 4. Title: _____
5. Address _____
6. Email address: _____
7. Telephone Number: _____
8. Authorized Representative's Signature: _____
9. Name and Title: _____

Certifications:

10. Are you incorporated? YES ☐ NO ☐

If YES, date of incorporation: _____

State of incorporation: _____

11. Tax Identification Number: _____

Please list the official name of the firm as submitted to the IRS:

12. Fictitious name or names, if any, under which you are doing business:

13. Do you agree to comply with specifications, Request for Proposal instructions, draft contract requirements and other pertinent references contained in this Request for Proposal?
YES ☐ NO ☐
14. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?
YES ☐ NO ☐
15. Do you certify that all statements in the proposal 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 ☐
16. 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 ☐
17. Do you agree that the proposal amount includes all costs incident to the proposed contract?
YES ☐ NO ☐

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

Printed Name of Authorised Representative

Signature

Date

ATTACHMENT D

County of Mendocino
Department of Transportation
Davis Creek Bridge Replacement at East Hill Road – Construction Management

SCOPE OF WORK

In general, this scope of work consists of CONSULTANT providing COUNTY a Resident Engineer, Inspector, contract administration and observation, survey spot verification of COUNTY's Contractor's (CONTRACTOR) staking and layout, and materials testing for the Davis Creek Bridge Replacement Project. In general, this project consists of construction of a new single-span pre-stressed cast-in-place concrete box girder bridge on a new alignment.

This Scope of Services is based on CONSULTANT'S current understanding of the project and the following assumptions:

- Construction is anticipated to start in June 2018 and end in March 2019. CONTRACTOR will be given 150 working days (one season) to complete the project. COUNTY has assumed that there will be minimal non-working days caused by weather or other elements during the contract.
- CONTRACTOR will be working normal shifts throughout the project (little overtime is anticipated). COUNTY anticipates that CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.

CONSULTANT will insure that the project is constructed in compliance with the project plans and specifications.

CONSULTANT will represent COUNTY at the project site. However, any and all decisions regarding changes or materials' suitability shall be made by COUNTY's In-charge Inspector.

In addition, CONSULTANT will:

- Establish and maintain project controls including:
 - On-site organization;
 - Internal and external lines of communication and authority;
- Establish procedures for coordinating with COUNTY, COUNTY'S designer, materials sampling and testing, survey control and layout verification, labor compliance, and schedule review.
- Enforce Federal and State laws for occupational safety and health standards for all construction observation activities. Develop a "Code of Safe Practices" and prepare a "Project Safety Program Statement" for the observation staff. Attend CONTRACTOR tailgate safety meetings at least every ten working days. Perform formal construction site safety reviews at least every five working days. Report accidents to appropriate authorities as soon as possible. Note that CONTRACTOR is responsible for the project's safety at all times throughout the contract.
- With the assistance of COUNTY'S designer, interpret plans and specifications. Provide interpretation to CONTRACTOR in writing. If further design work or modifications to the

contract documents are required, coordinate with COUNTY'S designer to obtain the modifications and provide an appropriate contract change order for authorization by COUNTY.

- Attempt to resolve field issues before they become claims.
- Establish communication with regulatory agencies affected by the project.
- Coordinate with permitting agencies for CONTRACTOR permit compliance.

TASK 1 Project Management and Coordination

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

Preconstruction Conference - CONSULTANT will prepare and conduct a pre-construction conference. Topics of discussion will be the outline of project specifics, project administration procedures, labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative (partnering) attitude between CONSULTANT field staff, COUNTY, and CONTRACTOR. It is critical that all parties work as a team.

Deliverables

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

- Meeting agendas
- Meeting materials (graphics, visual aids and other presentation items).
- Meeting minutes

Task 1.2 Coordination

1.2.1 Point of Contact – The below listed individuals will be the points of contact for maintaining liaison and coordination throughout the project with COUNTY's Project Manager and other team leaders.

- Consultant staff, Jason Wise, as Resident Engineer, is responsible for day-to-day administration and observation of COUNTY's contractor during construction.
- County staff, Jason Wise, as COUNTY's In-charge Inspector, will be responsible for any and all decisions regarding changes or materials' suitability.

1.2.2 Project Data and Forms – A file called "B1001_Proj Data" may be provided by COUNTY. This file contains certain project data and is linked to an assortment of forms used in a typical project and may not be changed for any reason without consulting COUNTY. These are standard Caltrans forms adjusted for the end user and are mandatory for use. Forms are reviewed regularly for changes. Be found out of date, notify your project manager and COUNTY will update that form.

1.2.3 Project Title – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Davis Creek Bridge Replacement at East Hill Road.

1.2.4 Project Long Description – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: Replacement of existing

structurally deficient bridge with new single span pre-stressed, cast-in-place concrete box girder on adjacent alignment.

1.2.5 Project Short Description – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description of: HBP Bridge Replacement on East Hill Road at Davis Creek.

1.2.6 Project Coordination with County – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.

1.2.7 Project Work Plan – CONSULTANT will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and CONSULTANT's Quality Control Plan.

The Project Work Plan will include project authority, communications, and project documentation including:

- (1) Project organization;
- (2) Meetings;
- (3) Communications management;
- (4) Preparation of management reports;
- (5) Clarifications and contract interpretations of specifications (RFIs);
- (6) Submittals and shop drawings;
- (7) Design modifications;
- (8) Change orders;
- (9) Schedule management;
- (10) Claims management;
- (11) Testing and testing documentation;
- (12) Progress pay estimate preparation;
- (13) Inspection and inspection reporting;
- (14) Defective work correction;
- (15) Record drawings;
- (16) Complaint and community relations procedures;
- (17) Safety;
- (18) Photo and video documentation;
- (19) Certified payroll review, DBE compliance, and labor compliance;
- (20) Preparation of documents as needed for Federal, State, and local funds;
- (21) Special inspections;
- (22) Other Tasks.

1.2.8 Project Schedule and Budget Management – As part of this sub task, CONSULTANT will provide the following:

1.2.8.1 Project Schedule – CONSULTANT will obtain a project schedule from the CONTRACTOR outlining tasks and subtasks to be performed as provided in COUNTY's Contract Documents. The Project Schedule will include the CONTRACTOR's internal Quality Control process and designated COUNTY review of submitted documents as provided in COUNTY's Contract Documents. CONSULTANT shall assure the Project Schedule is updated as necessary as provided for in COUNTY's Contract Documents. In addition, CONSULTANT will review, monitor, and document changes to CONTRACTOR's schedule as provided for in COUNTY's Contract Documents.

1.2.8.2 Budget Management - CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and subCONSULTANT contracts.

1.2.8.3 **Cost Control** – CONSULTANT shall monitor project funding, financing, and budgets. CONSULTANT will review Engineer’s estimates, contract item payments, material quantities, and change order payments.

Deliverables will include:

- cash flow reports
- budget reports
- cost estimate reviews

1.2.8.4 **Progress Payments** – CONSULTANT shall review CONTRACTOR’s payment requests. CONSULTANT will verify CONTRACTOR pay items and prepare payment documentation for execution by COUNTY.

1.2.9 Periodic Reports – As part of this sub task, CONSULTANT will provide the following:

1.2.9.1 **Daily paperwork** – CONSULTANT shall prepare all daily paperwork required under Caltrans requirements and shall be submitted daily. All project files will be maintained per procedures established by COUNTY.

As part of this sub task, CONSULTANT will:

- (1) Perform daily observation of construction work and job site safety and notify COUNTY in advance of any significant activities to permit their participation. Prepare daily inspection reports. Project control will be provided by COUNTY. CONTRACTOR will be responsible for all construction staking.
- (2) Establish a photo record for the project site and adjacent properties to document pre-construction conditions. Take digital photographs during construction to document Contractor activities. Develop a photo log with descriptions of the work being recorded, date and time.
- (3) Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders.

Deliverables will include:

- paper files
 - electronic files
 - correspondence logs
 - suspense lists
- (4) Develop a project records filing system based on the Caltrans Construction Manual.

Project records will include CONTRACTOR budget control measures (including itemized accounting of each contract item) and a Contractor payment schedule. Budget control measures will maximize usage of the contract funds throughout the life of the contract. Project files will be kept up-to-date by the Resident Engineer and will be monitored by the Construction Manager. They will contain records for materials testing, survey verification, schedule reviews, and permit monitoring.
 - (5) Receive and process CONTRACTOR-developed material, plan, and Requests for Information (RFI) submittals in a timely manner.
 - (6) Develop and maintain a log of CONTRACTOR-developed submittals.
 - (7) Review for approval any CONTRACTOR-developed submittals for the staging, traffic handling, shoring and falsework plans, shop plans, and other CONTRACTOR-developed plans.
 - (8) In the event that it appears that the CONTRACTOR may submit a claim for extra work, maintain records so that COUNTY can successfully refute the claim.

- (9) Monitor and audit certified payrolls of the CONTRACTOR and CONTRACTOR's subCONTRACTOR's personnel to verify CONTRACTOR compliance with all State and Federal laws.
- (10) Review potential contract change orders (CCO) for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Prepare CCO's covering extra work (authorized by COUNTY). Negotiate CCO's for extra work keeping COUNTY fully informed of status (approval of the change orders will be by COUNTY). Maintain daily extra work bills, quantity measurements, or such other information as necessary to document the payment to the CONTRACTOR for the extra work. Maintain change order summary reports.
- (11) Determine pay quantities and prepare monthly progress estimates for COUNTY.

1.2.9.2 **Weekly Status Reports** - CONSULTANT shall submit progress reports at least once each week. The report shall include all paperwork required by Caltrans and be sufficiently detailed for the COUNTY to determine, if the CONSULTANT is performing to expectations, is on schedule; to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed. Submittals will be reviewed by COUNTY's In-charge Inspector.

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

In addition, CONSULTANT will prepare and submit to COUNTY copies of the following:

- Inspection Daily Diaries
- Resident Engineer Diaries
- Weekly Statements of Working Days

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

Should one contract include several projects, separate invoices shall be issued for each project.

Consultant must have paid all costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub-consultant 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 and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

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

A sample invoice is given in Consultant Agreement Exhibit B. This format is to be used for

all invoices, including subconsultants.

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

1.2.11 ~~Review/Prepare LAPM/LAPG Project Exhibits~~ – *Not used.*

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

1.2.13 Site Safety – CONSULTANT will review and monitor CONTRACTOR's safety program for compliance with Cal/OSHA. CONSULTANT will notify CONTRACTOR if unsafe condition is being observed. CONSULTANT will notify the Authority if CONTRACTOR refuses to rectify unsafe condition. CONSULTANT will investigate accidents and make accident reports.

Deliverables placed in the Project Records

- All reports as discussed in Task 1.2.9 delivered to the In-charge Inspector
- Draft and Final Project Work Plan
- CONTRACTOR-developed Project schedule with updates as provided for in COUNTY's Contract Documents
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Communication documents (emails, memos etc.)

Task 1.3 Management Quality Plan

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

Deliverables

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

Task 1.4 Project Team Meetings

Weekly Meetings - CONSULTANT will schedule, prepare for, and conduct Project Team Meetings with COUNTY and CONTRACTOR weekly to discuss schedule, task progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person.

Deliverables

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

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

TASK 2 Surveying and Mapping

COUNTY will provide a Surveyor to verify road alignment, 2 pile locations on each abutment, abutment wall forms, and bridge slab forms. CONSULTANT will coordinate with COUNTY's Surveyor for spot verification of COUNTY Contractor's (CONTRACTOR) staking and layout.

~~TASK 3 Geotechnical~~ *Not used*

TASK 4 Utility Co-ordination

Utility co-ordination on the project must be carefully carried out so that local disruptions of service are kept at a minimum during relocations or other utility work.

CONSULTANT will:

Task 4.1 Establish communication with utility companies affected by the project.

Task 4.2 Monitor CONTRACTOR's coordination with utility agencies and observe utility work by utility agencies for compliance with project documents.

TASK 5 Environmental Compliance

Task 5.1 Permit/Environmental Compliance

CONSULTANT will review and enforce requirements stipulated in permits issued by regulatory and environmental agencies per Appendix A of the Special Provisions, Book 1 of 2, Volume 1.

Task 5.2 Storm Water Pollution Prevention Plan (SWPPP)

CONSULTANT shall insure that CONTRACTOR stays in compliance with the Storm Water Pollution Prevention Plan as provided for in COUNTY'S Contract by reviewing for approval CONTRACTOR-developed SWPPP submittal and by monitoring the approved SWPPP for compliance.

~~**TASK 6 Hydrology and Hydraulics**~~ *Not Used.*

~~**TASK 7 Plans, Specifications and Estimates (PS&E)**~~ *Not Used.*

TASK 8 Right of Way

Property Owner Co-ordination – All construction on or near private property will be carried out in accordance with the plans, specifications and any Right of Way agreements between the property owners and COUNTY.

TASK 9 Construction Engineering

All Construction Engineering Services to be provided as outlined in this Scope of Services.

TASK 10 Materials Validation

Task 10.1 Materials Testing

CONSULTANT will perform all materials testing (other than geotechnical testing) in accordance with the Construction Contract documents and Caltrans' standards.

Task 10.2 Materials Source Inspection

CONSULTANT will perform all materials source inspection services in accordance with the Construction Contract documents and Caltrans' standards.

Deliverables placed in the Project Records

- Copies of all test results
- Source Inspection Quality Management Plan (SIQMP)

TASK 11 Project Construction Closeout

CONSULTANT will:

- Perform final observation of the project upon completion and provide written certification of substantial conformity with PS&E. Collect all written warranties provided by vendors, manufacturers, and CONTRACTOR.
- Compute the final quantities and prepare the final estimate.
- Determine over-runs and under-runs and prepare a report of same with explanation of each.
- Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- Provide the original set of the project records, including inspections reports, summaries, testing documentation, meeting minutes, RFIs, schedules, correspondence, maps, plans, photo record, shop drawings, submittals, and manufacturers literature. An electronic copy of the project computer files will also be provided.
- Assist COUNTY with post-completion dispute resolution.

Task 11.1 – Project Punch List

CONSULTANT will prepare a list of particular items to be addressed to complete the project, or "punch list". The punch list shall be typed, dated and show the preparer's name and contact telephone number. Each item shall reference the plan sheet number on which the item is drawn, the specifications reference and the exact shortcoming. In addition, CONSULTANT will schedule and conduct a project walk through with COUNTY and CONTRACTOR personnel to establish a "punch list" of items of work that are not satisfactory and assist COUNTY in getting all "punch list" items completed.

Deliverables

- Three copies of each punch list

Task 11.2 – As-Built Plans

CONSULTANT will co-ordinate with CONTRACTOR to prepare a set of "as-built" plans. The as-built plans shall be on a copy of the approved plans on 24"x36" white paper (Provided by COUNTY). All as-built information shall be legibly hand written in indelible red ink. Language will be developed for the agreement of CONTRACTOR, CONSULTANT and COUNTY for the completeness and accuracy of the as-built plans. In addition, CONSULTANT will obtain from COUNTY a set of full-size plans to be used as a working set of "As-built" drawings to note all changes as they occur.

Deliverables

- Original as-built plans

SERVICES TO BE PROVIDED BY COUNTY

- COUNTY will provide a responsible In-charge Inspector.
- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY in-charge inspector will visit the site weekly to assess accuracy of construction and associated reports.
- COUNTY In-charge Inspector and Engineer will inspect forms and bars prior to any placement of concrete.
- COUNTY will review all reports and changes for approval: either as the approving agency or prior to submittal to an approving agency.

[END OF SCOPE OF WORK]

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Agreement of 3%.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one

or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business

and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Mendocino County 2. Contract DBE Goal: 3%
 3. Project Description: Bridge Replacement
 4. Project Location: East Hill Road (CR 301) at Davis Creek (M.P. 2.01)
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION %	
17. Local Agency Contract Number: <u>180028</u> 18. Federal-Aid Project Number: <u>BRLO-5910(077)</u> 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ <u>Alicia Meier</u> 22. Local Agency Representative's Name <u>Acting Deputy Director - Engineering</u> 24. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 14. Preparer's Name _____ 16. Preparer's Title _____	
21. Date _____ <u>(707) 234-2804</u> 23. Phone		13. Date _____ 15. Phone _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Mendocino County 2. Contract DBE Goal: 3%
 3. Project Description: Bridge Replacement
 4. Project Location: East Hill Road (CR 301) at Davis Creek (M.P. 2.01)
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: <u>180028</u>	21. Federal-Aid Project Number: <u>BRLO-5910(077)</u>		%
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature <u>Alicia Meier</u>	24. Date <u>(707) 234-2804</u>	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name <u>Acting Deputy Director Engineering</u>	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice:

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTSFederal-aid Project No.: BRLO-5910(077) Bid Opening Date: April 13, 2018

The County of Mendocino established a Disadvantaged Business Enterprise (DBE) goal of 3% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

<u>Publications</u>	<u>Dates of Advertisement</u>

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**EXHIBIT 10-K CONSULTANT ANNUAL 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:

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 Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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 Exhibit 10-A.

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:

LPP 17-01**January 2018**

- 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 requirement

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_____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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 of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

**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 Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-A A&E CONSULTANT FINANCIAL DOCUMENT REVIEW
REQUEST LETTER**

(For Proposed A&E Consultant Contracts of \$150,000 or Greater)

Department of Transportation
 Independent Office of Audits and Investigations, MS 2
 Attention: External Audit Manager
 P.O. Box 942874
 Sacramento, CA 94274-0001
conformance.review@dot.ca.gov

Date: _____

Federal Project Number: _____

Project Description: _____

To Caltrans Independent Office of Audits and Investigations:

The following applicable documents are attached for proposed A&E consultant contract number _____ at a proposed total contract amount of \$ _____ with [Prime Consultant's full legal name]:

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, or 5?

Note: add pages if necessary.

1. **Category 1:** For our Consultant with a **Cognizant Approval Letter** for the Indirect Cost Rate (ICR) Fiscal Year End (FYE) proposed, we are submitting the following:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Cognizant Approval Letter for FYE proposed, issued by cognizant state *(Based on Location of Accounting Records as stated on AASHTO ICQ)*
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System *(Exhibit 10-K). (If already submitted for the fiscal year, provide only a copy)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ Prevailing Wage (PW) Policy for PW contracts

**PW contracts require written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.*

2. **Category 2:** For our Consultant with **Caltrans Acceptance Identification (ID) Number** for ICR FYE proposed, we are submitting the following:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Caltrans' ICR Acceptance ID(s) for FYE ICR proposed, as listed below:

Consultant's Name	ICR FYE Accepted	Acceptance ID #s

Note: add pages if necessary.

- ☐ Local Agency and Consultant's Point of Contacts
 - ☐ Prevailing Wage (PW) Policy for PW contracts*
3. **Category 3:** For our consultant requesting a Safe Harbor Rate (SHR), the following are submitted:
- ☐ Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4)*
 - ☐ Local Agency and Consultant's Point of Contacts
 - ☐ Prevailing Wage (PW) Policy for PW contracts*
 - ☐ Safe Harbor Rate Consultant Certification of Eligibility Contract Costs and Financial Management System (Attachment 1R). *Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.*
 - ☐ Questionnaire for Evaluating Consultant's Financial Management System (Attachment 2R)
 - ☐ Here is a list of consultants that are requesting use of the Safe Harbor Rate:

- _____
- _____
- _____

4. **Category 4:** For contract amounts **greater than or equal to \$150,000 but less than \$1,000,000 with participating amount greater than or equal to \$150,000**, the following are submitted for all prime and subconsultants on this contract:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) *(If already submitted for the fiscal year, provide only a copy)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note. ***FAR Compliant ICR schedule includes FAR References and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the note will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end's indirect cost rate (ICR) to be applied to the Agreement is based on the*

submission package received by A&I. For financial document package received between January 1, 2018 and June 30, 2018, the FYE ICR of 2016 must be submitted or the FYE 2017 ICR if available. If the financial document package received date is between July 1, 2018 and December 31, 2018, the 2017 ICR must be submitted.

- ☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
- ☐ Prevailing Wage (PW) Policy for PW contracts*

5. **Category 5:** For contract amounts **greater than or equal to \$1,000,000**, the following are submitted for all prime and subconsultants with **participating amounts greater than or equal to \$150,000** on this contract:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System *(Exhibit 10-K) (If already submitted for the fiscal year, provide only a copy)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note **
(Prime Consultant must have a CPA Audited ICR Report if contract is \geq \$1M, regardless of Prime Consultant's participation amount).
- ☐ Prior year Indirect Cost Rate (ICR) Schedule
- ☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
- ☐ Post-Closing Trial Balance. *(Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)*
- ☐ Vacation/Sick Policy
- ☐ Bonus Policy
- ☐ Executive Compensation Analysis (ECA). *(Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)*
- ☐ Prevailing Wage (PW) Policy for PW contracts*

Sincerely,

Name _____

Signature _____

Title _____

Department _____

Address _____

Distribution:

- 1) Original - Caltrans Independent Office of Audits & Investigations
- 2) Copy - Local Agency Project Files
- 3) Copy - Caltrans District Local Agency Engineer

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

All Prime & Sub-consultants must submit the following for contracts ≥ \$150,000:

- 1) A&E Consultant Financial Document Review Request Letter and Checklist (Exhibit 10-A) (1)
- 2) Cost Proposals (*Examples at Exhibit 10-H1 through 10-H4*)
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)
(*except for firms requesting Safe Harbor Rate*)
- 4) Local Agency and Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	If not Categories 1-3				
	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed (<i>issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ</i>)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ <i>Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)</i>				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B				✓	✓
Post Closing Trial Balance (3)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (3)					✓
Prevailing Wage (PW) Policy for PW contracts (4)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (3)					
Chart of Accounts					
Income Statement (3)					
Labor Summary Report (5)					
Related Party Rent Analysis (3)					
Vehicle, Equipment, and Other Direct Costs Schedules (3)					
Safe Harbor Rate Documents:					
- Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
- Questionnaire for Evaluating Consultant's Financial Management System (Attachment 2R)			✓		
Additional Documents Required	2	2	3	3	8

* ICR FYE = Indirect Cost Rate Fiscal Year End. This list is not all inclusive and additional documentation may be required.

** Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

*** Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

(1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.

(2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.

(3) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.

(4) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

(5) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.ca.gov/audits.