



**MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL
GARCIA RIVER BRIDGE SEISMIC RETROFIT ON EUREKA HILL ROAD**

I. INTRODUCTION

Mendocino County Department of Transportation requires the services of a Professional Engineering firm to provide civil engineering, environmental, and project management services for a seismic retrofit project funded by the Federal Highway Bridge Program (HBP) and Proposition 1B State Seismic fund. The environmental studies through NEPA have been completed and a preliminary retrofit strategy has been developed.

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 – 1. A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract. 2. 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 "Eureka Hill Road Bridge Seismic Retrofit" and delivered to:

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

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: July 31, 2018 at 4:30 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 Alicia Meier at (707) 234-2804 or email: MeierA@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
Request for Proposal Submission Deadline	See Page 2
Proposal Selection and Notification	August 7, 2018
Anticipated Board Authorization to Award	September 11, 2018

VII. SELECTION PROCESS

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

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 available with this Request for Proposal. 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 Attachment D, 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).

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.

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.
- D. This contract will be paid at Actual Cost plus Fixed Fee. The Fixed Fee will be negotiated between the selected Consultant and the County.

XVII. INSURANCE REQUIREMENTS

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

- 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

ATTACHMENT A

County of Mendocino Department of Transportation Eureka Hill Road Bridge Seismic Retrofit

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)	
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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
Eureka Hill Road Bridge Seismic Retrofit

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 Authorized Representative

Signature

Date

County of Mendocino
Department of Transportation
Eureka Hill Road Bridge Seismic Retrofit

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: _____

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 Authorized Representative

Signature

Date

ATTACHMENT D

SCOPE OF WORK

CONSULTANT shall provide the following services:

The following is the Scope of Work and understanding of the tasks required for Mendocino County Department of Transportation project number A0103, the "Garcia River Bridge Seismic Retrofit on Eureka Hill Road".

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

Work will be performed under the guidance of the Local Assistance Procedures Manual and the Local Assistance Program Guidelines as well as current design standards applicable to the project.

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers will be added, removed or changed.

CONSULTANT is to address Caltrans' comments on the Seismic Retrofit strategy Report and provide additional seismic and geotechnical analysis. Per an August 25, 2015 Memo to Gary Goff, COUNTY has received conditional approval on the Seismic Retrofit Strategy Report and will proceed with the retrofit strategy recommendations except for the additional piling at the piers and abutments. If during final design the additional piling is needed to prevent collapse in a design seismic event, the calculations will be submitted to Caltrans Structures Local Assistance and Office of Earthquake Engineering for review and approval prior to implementing the use of piling. The base retrofit strategy includes column casings, footing retrofits (adding a top mat of rebar and thickening the footing), and abutment retrofits (connecting the superstructure to the abutments with pipe keys). The following tasks are based on the additional comments received from Caltrans to get concurrence on the Seismic Retrofit Strategy Report.

Assumptions:

1. NEPA and CEQA have been completed.
 - a. NEPA clearance is a Categorical Exclusion (CE).
 - b. CEQA clearance is an Initial Study/Mitigated Negative Declaration (IS/MND).
2. No utility relocations are anticipated.
3. The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by COUNTY. Fee for any such additional work will be negotiated prior to the additional work being performed.
4. Spotted Owl is assumed to be present, so no formal spotted owl surveys will be performed.

5. A HRER report is not required.
6. The scope below outlines all project tasks needed for the project, many tasks have already been completed and are identified as complete. The scope below also includes some optional tasks in the event they would be needed. Optional tasks are not included on the fee proposal, so a cost would be established for those services at a later date.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY to provide all appraisal and acquisition services.

COUNTY will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

TASK 1 Project Management and Coordination

A simple database has been created as an Excel workbook. In it are the various data that are regularly requested in project forms. The workbook acts as a data document for the forms constructed as “merge” documents that glean data from the database. COUNTY will provide a copy of this data file and the accompanying Word documents.

It is assumed that the duration of the project will be up to 18 months with an extension to include construction support activities. Additional budget may be needed for project management and coordination if the duration of this phase lasts longer than 18 months.

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

1.1.1 Kick-off Meeting

(Already completed)

1.1.2 Preliminary Research

(Already completed)

1.1.3 Field Investigation:

(Already completed)

Task 1.2 Coordination

1.2.1 Point of Contact

CONSULTANT Project Manager [NAME], will be the single point of contact for maintaining liaison and coordination throughout the project with the COUNTY's Project Manager and other team leaders.

1.2.2 Project Data and Forms

COUNTY will provide Project Data Forms for CONSULTANT's use. CONSULTANT will use these forms as requested by COUNTY.

1.2.3 Project Title

In reference to the project in any forms or formal written materials, CONSULTANT will use the project title of: Garcia River Bridge Seismic Retrofit on Eureka Hill Road.

1.2.4 Project Long Description

In reference to the project in any forms or formal written materials, CONSULTANT will use the long project description of: Construct seismic retrofits on existing bridge supports and roadwork within 200' of each abutment, to address the impacts of the seismic retrofit work.

1.2.5 Project Short Description

In e-mails and on forms with restricted space, CONSULTANT will use the short project description of: HBP Seismic Retrofit Bridge on Eureka Hill Road at Garcia River.

1.2.6 Project Coordination with County

CONSULTANT will coordinate with 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.

1.2.8 Project Schedule and Budget Management

CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include CONSULTANT'S internal Quality Control process and designated County review of submitted documents. CONSULTANT shall update the Project Schedule as necessary, but definitely by the third week of March, June, September, and December. COUNTY will be included in the distribution of schedule updates. These may be included with monthly billing.

CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

1.2.9 Periodic Reports

CONSULTANT will submit progress reports at least once each month. The reports will be sufficiently detailed for COUNTY to determine if 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. 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.

1.2.10 Invoices

CONSULTANT will prepare monthly invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices will include the County's project number and consultant agreement number. Invoices will 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.

CONSULTANT must have paid the costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub- CONTRACTOR 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. 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.

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

1.2.11 Prepare & Review LAPM/LAPG Project Exhibits Assist the County with State Administration Requirements

(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 Communication

CONSULTANT will use the project number, A0103, in e-mails, letters, transmittals, etc.

1.2.14 Shipping

CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

Task 1.2 Deliverables

- Project schedule with updates as necessary, but at least each quarter
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

Task 1.3 Design 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 deliverables.

CONSULTANT will assemble a QA/QC binder, which is a “one-stop-shop” for the QC checklists, forms, notes, contract requirements, and submittals. This binder also contains the following:

- GAD Submittal Checklist
- QC Submittal Checklists for PS&E submittals
- Plan, RE File, Specification and Estimate Notes
- Federal Submittal Checklist
- Final Advertisement Checklist
- Copies of the primary sheets, specs table of contents, and estimate of each submittal for easy reference
- Separate tabs for client/agency review comments to appropriately identify comments as being addressed and incorporated.

Task 1.3 Deliverables

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

Task 1.4 Project Team Meetings/Coordination with other Agencies

CONSULTANT will schedule, prepare for, and attend Project Team Meetings with the COUNTY to review the scope of work and project goals, 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 at the Department of Transportation offices or as a conference call.

Additional meetings requested by the CONSULTANT are considered included as a part of this agreement. CONSULTANT will facilitate meetings as applicable and prepare meeting minutes with action items.

Team meetings may be held as conference calls through a service established by CONSULTANT. CONSULTANT will conduct monthly informal, internal coordination meetings with the design team and COUNTY, if COUNTY desires to call in. The intent of these meetings will be to discuss the progress of the project and identify and address any issues that arise during each month's progress. These meetings will be held via a conference call and there may be months that it is deemed an internal meeting is not warranted. This scope and associated fee assumes there will be a total of twelve (12) conference calls.

CONSULTANT will also confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work.

Task 1.4 Deliverables

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

- Meeting agendas for conference calls and project meetings at the County office

- Meeting materials (graphics, visual aids and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule to be submitted quarterly unless major milestone dates need to be adjusted due to unforeseen reasons requiring the schedule modifications.
- Meeting minutes within 1 week of meeting.

Task 1.5 Public Meetings

(Already completed)

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 2 Surveying and Mapping (Previously Completed)

The surveying has been completed for this project. If additional surveying services are needed for marking right-of-way, mapping changed conditions, or any other needs, they may be added by amendment under the conditions in Task 2.

Task 2.1 Control

Survey vertical control shall be NAVD 88.

Survey horizontal control shall be parallel to the California Coordinate System of 1983, Zone 2.

For CAD files, the southwest extent of the project area will be set at 5000, 10000. A line will be drawn from a point to that point's corresponding location on the California Coordinate System so the CAD line work can be correctly positioned after construction.

Task 2.2 Boundary Survey

COUNTY may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research.
- Property and right of way mapping.
- Preparation of right of way plats.
- Completion of legal descriptions for property acquisition.
- Completion of records of surveys.
- Other boundary survey support for individual project needs.

The section containing the project will be surveyed to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. If the project limits falls on a section line, the lines of the adjacent section will be included.

Task 2.3 Topographic Mapping

Topographic survey coverage area will include the project limits area consistent with Task 2.4 and Task 2.5.

Topographic survey will include the necessary work to produce a topographic map, including features such as, but not limited to: pavement; utility markings, utility poles,

driveway, trees four (4) inches and larger, headwalls, bridges, retaining walls, decorative walls, monuments, and any other pertinent information that could apply to the project during design.

Task 2.4 Surveying and Mapping for Roads

Road features, locations of known cultural sites, utilities, other surface features and certain subsurface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins
- Beginnings and endings of: drainage ditches, flow lines, edges of traveled way, fences, gates, guard rails, and other linear features, with intermediate shots as required.
- Bridges: top of existing bridge deck elevation including location of ends of bridge at all four corners, existing support locations, face of abutment, and wingwall length and direction.
- Names and diameters of trees 4" and greater at breast height.
- Utilities: Utility markings placed by utility companies if required.
- Drainage: Drainage ditch cross sections at 50' intervals.
- Cross sections will be taken at 50-foot intervals extending 150 feet beyond assumed end of project limits on both sides of the project along Eureka Road (total of 300 feet). Cross sections will be extended to at least the right of way margin. Be the margin on a slope, the top or toe of slope will be included.
- At BCs and ECs.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.5 Surveying and Mapping for Streams

This will include stream cross sections as well as data to assess the impact of any road fill to either side of the stream. Stream data will include:

- Channel cross sections (with the recommendations of the hydraulics engineer) at ½, 1, 1½, 2, 3 and 4 stream widths downstream of the proposed bridge location and ½, 1, 2, and 4 stream widths upstream of the proposed bridge location.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.6 Aerial Photogrammetry

This scope and associated fee assumes that an aerial photo is not required.

Task 2.7 Digital Data Sources

This scope and associated fee assumes that an digital data sources is not required.

Task 2.8 Right of Way Establishment and Legal Descriptions

Newly created Right of Way for the project shall be delineated, exhibits produced, and the legal descriptions composed as indicated in Task 7.6.

Task 2.9 Record of Survey

Any new monumentation placed as a part of the project will require the preparation of a Record of Survey following project construction. The Record of Survey will include the locations of the monumentation as a function of the section in which the project is located as indicated in Task

7.6.

Task 2 Deliverables (Previously Completed)

Electronic CAD file prepared will be consistent with AutoCAD Civil 3D (2014) (C3D) format.

- ASCII text file containing field-gathered points, in a PNEZD format, and existing C3D surface and contours (1-foot interval) with name: AXXXX_Pts.txt (where AXXXX equals the MCDOT project number)
- File containing field-gathered points, as Survey Points, breaklines and the existing surface and contours (1-foot interval) with name: AXXXX_Pts.dwg
- AutoCAD drawing file containing the existing contours as polylines (1-foot interval), with name: AXXXX_SurfEx-PL.dwg
- AutoCAD drawing file containing field-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name f_AXXXX.dwg
- AutoCAD drawing file containing aerial-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name a_AXXXX.dwg
- AutoCAD drawing of cross-sections (1"=10' horizontally and 1"=1' vertically), with name dXXXXz_SSS, where SSS equals the MCDOT Street Designation
- C3D Traverse report for section lines, existing right-of-way center lines and any right of way legal descriptions

Task 2.10 Permitting Right of Way Investigations (Previously Completed)

CONSULTANT will prepare encroachment permit for performing work within COUNTY right of way. Encroachment permit will cover survey work, environmental work, and geotechnical work as well as allowing CONSULTANT staff to perform field visits. CONSULTANT assumes all fees and bond requirements will be waived for obtaining the encroachment permit.

Task 2.11 Right of Way Appraisals and Acquisition Services

COUNTY is responsible for all right of way appraisals and acquisition services. CONSULTANT assistance will be by amendment under Task 8, if necessary.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 3 Geotechnical Investigations (Previously Completed)

It is assumed that all field explorations have been completed by CONSULTANT. If any additional subsurface exploration is needed, it may be added by amendment.

Prior to commencement of subsurface explorations, CONSULTANT will notify Underground Service Alert for underground utility location.

Task 3.1 Field Exploration

(Previously completed)

3.1.1 Borings

(Previously completed)

3.1.2 Infiltration Tests

Infiltration tests are not included in this scope of work. If infiltration testing is required, a contract amendment shall be issued.

Task 3.2 Laboratory Testing

3.2.1 Basic Soil Characteristics

CONSULTANT will perform laboratory tests, as necessary, to classify and determine earth materials properties. Laboratory testing to supplement field evaluation of earth material parameters for both the bridge and roadway studies will include:

- Up to 80 moisture content and density tests,
- Up to 40 gradation tests,
- 40 Atterberg Limits,
- 16 soil corrosivity screening tests (pH/minimum resistivity/sulfate/chloride content) on selected samples.
- 7 R-value tests

Laboratory tests will be in accordance with ASTM and/or Caltrans Standards.

3.2.2 Corrosivity

Corrosivity tests are not included in this scope of work. If corrosivity testing is required, a contract amendment shall be issued.

3.2.3 Permeability

CONSULTANT will not perform permeability testing for this project. However, if permeability estimates are required, CONSULTANT will use appropriate correlations for grain size analysis and Atterberg Limits tests.

3.2.4 Naturally Occurring Asbestos (NOA) (Optional Task)

The potential presence of NOA is screened through review of geologic mapping, site review, and if necessary, materials sampling and sample analysis. Generally, if the bridge is located in an area mapped in or near a region composed of ultramafic, ultrabasic, and/or serpentine rock or other conditions where NOA presence is known, CONSULTANT will sample rock and soil which may potentially contain NOA. NOA is analyzed using the California Air Resources Board (ARB) Method 435. CONSULTANT will use a second test method that includes Transmission Electron Microscopy (TEM) if more accurate results are required based on initial findings using ARB Method 435. This scope of services includes two ARB 435 tests and one TEM test. If a review of geologic mapping and rock samples by a professional geologist indicates that NOA is not likely present within the study area, it is assumed samples will not require analysis.

3.2.5 Other Hazardous Materials

The following sections address the screening level sampling and analysis program that will be integrated into the Initial Site Assessment (ISA) report as an appendix. The ISA will address hazardous materials associated with the existing bridge structure.

Hazardous materials (such as aerially deposited lead) along Eureka Hill Road will not be evaluated and Eureka Hill Road is excluded from this hazardous materials testing and evaluation scope of services.

Lead Paint Sampling (Optional Task)

CONSULTANT will assess and photo-document the paint condition on the existing bridge structure. If the paint is flaking, peeling or otherwise in poor condition, CONSULTANT will collect up to six samples of potentially lead-based paint and soil below the bridge. Samples at different locations will be collected and analyzed for lead to determine if hazardous levels are present in the paint and soil beneath the bridge. A California-certified hazardous materials testing laboratory will analyze the samples for lead using U.S. Environmental Protection Agency (EPA) Method 6010. A portable X-ray Fluorescent analyzer will be used to analyze the paint in difficult access areas. Recommendations for proper disposal and results of lead-based paint sampling and testing will be provided in the ISA.

Analytical Testing (Optional Task)

Lead

The lead testing will include testing for total lead, soluble lead using California Waste Extraction Test (WET testing), soluble lead using Toxic Characteristic Leaching Procedure (TCLP) extraction test, and pH. Proposed analytical testing will include:

- Each sample will be tested for total lead by EPA method 6010, using metals extraction by EPA method 3050A.
- Samples with 80 mg/kg or more total lead will be tested for soluble lead by EPA method 6010B using the waste extraction test (WET) extraction method with deionized water extractant, consistent with the Caltrans Aerially Deposited Lead variance.
- All samples exceeding 80 mg/kg total lead or at least half of the samples (whichever is greater) will be tested for soluble lead by EPA method 6010 using the toxicity characteristic leaching procedure (TCLP) extraction method.

This scope assumes six samples tested for total lead and two samples tested for pH using EPA method 9045. Three samples will be analyzed using WET and three samples will be analyzed using TCLP methodology.

National Emissions Standards for Hazardous Air Pollutants (NESHAP) Compliance

For NESHAP compliance, professional services will consist of asbestos-containing materials (ACM) assessment of the bridge. For these services, a certified asbestos consultant (CAC) will make a site visit and collect up to a total of seven samples for asbestos analysis. Samples may include structural bridge concrete, utility pipe insulators, conduits, etc. Asbestos will be tested using either EPA 600/R-93/116 and/or EPA 600/M4-82-020. The CAC will prepare an evaluation report including ACM test results (as applicable).

The following CAC deliverables will be appended to the ISA: ACM Assessment and CAC Report.

3.2.6 Bearing Capacity

CONSULTANT will perform laboratory tests to determine the bearing capacities of the soil samples.

Task 3.3 Preliminary Foundation Report (PFR)

CONSULTANT will prepare a PFR as part of the preliminary engineering phase for bridge type selection. CONSULTANT will review record documents, published geologic data, aerial photographs, and survey and topographic data. Following the data review, CONSULTANT will perform a site reconnaissance near the bridge to complete two seismic shear wave velocity profiles that will assist with characterizing the existing subsurface

conditions, and select and mark boring locations. A complete seismic shear wave velocity profile will be completed at each channel bank. The shear wave profiles will assist with characterizing subsurface conditions and planning the boring depths for the drilling phase, as well as provide a preliminary understanding of the material that could be encountered

during drilling and help in evaluating subsurface materials for seismic ground motion design and preliminary liquefaction evaluation.

A PFR will be prepared that will include:

- Project location and vicinity map;
- Summary of site geology and subsurface conditions (based on review of available record documents, published geologic data, and results of seismic surface wave data);
- Seismic data and evaluation using current Caltrans seismic design criteria (including preliminary ARS curve using Caltrans ARS Online tool);
- Liquefaction and settlement considerations;
- Approach roadway considerations;
- Preliminary foundation recommendations with conditions and constraints on likely foundation types; and
- Preliminary construction considerations.

3.3.1 Foundation Types

CONSULTANT will make preliminary recommendations for suitable foundation types and required foundation depths.

3.3.2 Foundation Capacity

CONSULTANT will make preliminary recommendations for anticipated foundation capacities.

3.3.3 Retaining Walls

No retaining walls are assumed with this project.

3.3.4 Other Retaining Structures

No other retaining structures are anticipated with this project.

3.3.5 Construction Conditions and Considerations

CONSULTANT will address anticipated construction conditions and considerations as they might affect preliminary foundation and construction alternatives.

3.3.6 Geologic Hazards

CONSULTANT will identify any geologic hazards that may affect the project.

Task 3.4 Existing Pile Pinning Effects and Axial Capacity Technical Memo

In accordance with Caltrans comments regarding COUNTY's June 11, 2015 updated Seismic Retrofit Strategy Report, CONSULTANT will reevaluate the existing lateral spreading estimates considering pile pinning effects for the existing piles. CONSULTANT's pile pinning effects evaluation will include:

- Using previously completed slope stability analysis models, CONSULTANT will perform additional post-earthquake slope stability analysis at increasing increments of residual shear strength for the liquefied layers until a suitable range of safety factors above 1.0 are generated.
- For each safety factor above 1.0, CONSULTANT will perform additional slope stability analysis to determine the horizontal yield acceleration (K_y) required to achieve a safety factor of 1.0.
- The K_y values will be used to estimate lateral spread displacement for the increments of increased residual shear strength used in the analysis.
- The above data will be used to prepare chart(s) of lateral spread soil movement vs. required total pile shear resistance. CONSULTANT can use this data to compare the pinning shear resistance of the existing piles (plastic hinging shear resistance) to the amount of associated lateral spread movement, with the assumption that the pile deflection will be the same amount as the lateral spread movement. If the associated pile deflection is not acceptable, CONSULTANT can also use the chart(s) to evaluate pinning effects with additional retrofit piling to reduce the lateral spread movement (pile deflections) to reasonable design levels.

CONSULTANT will also evaluate the axial capacity and potential settlement of the existing piles at the Extreme Event state, including downdrag loading associated with liquefaction-induced settlement. CONSULTANT will evaluate lateral pile capacity using LPILE parameters previously provided in the COUNTY's June 27, 2015 Preliminary Foundation Report for the project.

CONSULTANT will prepare a technical memorandum to summarize their additional lateral spread slope stability analysis, axial pile capacity, and pile settlement evaluation results. The memo will include the slope stability analysis output files and the chart(s) of lateral spread soil movement vs. required total pile shear resistance.

Task 3.5 Draft and Final Foundation and Geotechnical Reports

CONSULTANT will prepare a Draft Bridge Retrofit Foundation Report (DBRFR) once CONSULTANT determines that the existing piles are sufficient for the retrofit or determines the type, size, and number of new retrofit piles needed and obtains Caltrans concurrence. The DBRFR will be prepared in accordance with Caltrans guidelines and include:

- Introduction
- Scope of Services
- Project Location and Site Description
- Proposed Seismic Retrofit

- Site Geology and Subsurface Conditions
- Laboratory Testing Program
- Scour Potential (summary based on scour analysis performed by others)
- Corrosion Evaluation
- Seismic Data and Evaluation
- Ground Motions (soil profile, selection of input ground motions, ARS Online response analysis results, site specific acceleration response results, combined ARS Online/site specific design response spectrum as presented in the Preliminary Foundation Report)
- Fault Rupture Evaluation Results (as presented in CONSULTANT's Preliminary Foundation Report and subsequent correspondence)
- Liquefaction, Seismic Settlement, and Lateral Spreading Evaluation Results
- Summary of BCI's Task 1 Technical Memo that evaluates pile pinning effects to reduce lateral spread soil movement
- As-Built Foundation Data
- Foundation Recommendations (axial pile compression/uplift capacity, specified pile tip elevations for compression/uplift, engineering parameters, and LPILE parameters for use in CONSULTANT's lateral pile analysis)
- Construction Considerations
- Risk Management and Limitations
- Vicinity Map, Regional Geologic Map, Earthquake Fault Zone Map, Log of Test Borings (LOTB), and As-Built LOTB's
- Laboratory Test Results
- Analysis and Calculations

CONSULTANT will submit the Draft DBRFR, respond to Caltrans and design team comments and prepare a Final Report that incorporates the comments as necessary.

CONSULTANT will review draft report comments and submit a Final Foundation Report incorporating the review comments.

3.4.1 Grading

CONSULTANT will make earthwork recommendations.

3.4.2 Foundations

CONSULTANT will make foundation recommendations.

3.4.3 Retaining Walls

Retaining Walls are not anticipated with this project.

3.4.4 Other Retaining Structures

Other retaining structures are not anticipated with this project.

3.4.5 Pavement

CONSULTANT will make pavement structural section recommendations for either flexible or rigid pavements or both, as required.

3.4.6 Construction Conditions and Considerations

CONSULTANT will address anticipated construction conditions and considerations as they might affect foundation systems and construction.

Task 3.5 Construction Services

Construction Services will be included under a separate contract amendment.

3.5.1 Compaction

Not included.

3.5.2 Pavement Design

Not included.

Task 3 Deliverables

- Draft submittals: e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data to COUNTY.)
- Final reports: one bound printed copy will be signed and submitted to COUNTY.
- Upon approval of any report, one copy will be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF will be provided.
- Boring logs plotted in one or more DWG or DXF files

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

TASK 4 Utility Co-ordination

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

All work under this task shall be compliant with the *Local Assistance Procedures Manual*, Chapter 14 and relevant portions of the *Right of Way Manual*.

CONSULTANT will provide a list of the various utility companies with names of contacts and mailing addresses, in a COUNTY–provided spreadsheet. COUNTY will send Utility Letters A, B, C and D to the various utilities with appropriate 35%, 50%, 65% and 100% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project and completion of the Caltrans Utility Information Sheet.

CONSULTANT will prepare the Utility Conflict Map and the Caltrans Reports of Investigations.

CONSULTANT will prepare the Caltrans Notices to Owners on COUNTY letterhead and will send them to COUNTY for printing, signature, and mailing.

CONSULTANT will also co-ordinate work with utilities and review facility relocation designs provided by the utility companies, including relocation schedules, to ensure they are consistent with the project design and proposed ROW.

Deliverables

- Mailing list as a data document in Excel (XLSX file) in COUNTY format
- Utility Conflict Map as a separate DWG file
- Utility Conflict Map as 11"x17" PDF files
- Completed Caltrans Reports of Investigation
- Completed Caltrans Notices to Owners

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will send Utility Letters A, B, C and D to the various utilities.

COUNTY will sign and send the Caltrans Notices to Owner to the utilities.

COUNTY currently co-ordinates utility meetings for all projects on a periodic basis. This project will be added to the agenda and project progress addressed at each meeting.

TASK 5 Environmental Compliance

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts in accordance with Chapter 6 of the Local Assistance Procedures Manual. It is understood that the environmental clearance for this project has been completed. This Task is to allow for any modifications that are needed as the project moves toward construction.

CONSULTANT will prepare documents for COUNTY to satisfy Federal and State environmental regulations. Tasks to be completed by CONSULTANT include preparation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) technical studies, agency permit applications and coordination and mediation of public meetings.

Documents submitted to COUNTY will include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT will prepare documents required by the Preliminary Environmental Study (PES) signed by Caltrans. Documents are to be completed to the satisfaction of COUNTY and Caltrans and CONSULTANT is responsible to make revisions and re-submit to COUNTY, based on comments received.

It is assumed that all relevant environmental documents have been completed and NEPA/CEQA has been approved. The following tasks are included to cover any changes that must be made to any existing environmental documents and/or to the APE map. CONSULTANT will prepare permits and permit extensions as needed and prepare any Incidental Take Permits per CA Department of Fish and Wildlife for any regulated species required.

Deliverables

- Draft submittals: one e-mailed PDF and one Word DOCX files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachments and file handling services are not to be used to transfer any data to COUNTY.)

- Final reports: one printed bound copy more than that required by the approving agency shall be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.

Task 5.0 Environmental Project Management and Coordination

This task is included as a billing item only. CONSULTANT's proposal should include this item. The duties performed within this task are defined in Task 1.

Task 5.1 NEPA Compliance (Previously Completed)

The draft PES, as provided by the COUNTY, is to be used with the information in this section as a guide to satisfy COUNTY, Caltrans and regulatory agencies for NEPA compliance. However, the PES approval letter received from Caltrans that lists the NEPA compliance technical studies required for the project will be considered the final scope of this project.

CONSULTANT will coordinate with the COUNTY to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. Due to recent changes in Caltrans templates (specifically the BA), it is crucial that the project description provide detailed information to satisfy all reviewing agencies. The content and format requirements of environmental technical studies and NEPA documents prepared in support of local assistance projects must follow the guidance set forth in the current Caltrans Standard Environmental Reference (SER). These studies include:

5.1.1 Traffic Study (Previously Completed)

CONSULTANT will prepare a Traffic Study Technical Memorandum as required by the approved PES.

5.1.2 Noise studies (Previously Completed)

CONSULTANT will prepare a Technical Memorandum relating to noise increases and vibrations due to construction activities such as pile driving, heavy equipment use and increased traffic due to capacity improvements. The Noise Technical Memorandum will be formatted in accordance with the template in the Caltrans SER, Volume 1, Chapter 12.

See Task 5.1.10 for hydroacoustic monitoring requirements.

5.1.3 Hazardous Materials (Previously Completed)

CONSULTANT will prepare an Initial Site Assessment (ISA) in accordance with Caltrans SER Volume 1, Chapter 10 (federal Phase 1 Environmental Site Assessment). Data collection may include but is not limited to historical land use documents, interviews, historical and current aerial photography, fire insurance maps,

topographic maps or additional pertinent informational resources. Where potentially hazardous materials (e.g.: lead paint, naturally occurring asbestos/serpentine, hydrocarbons etc.) are identified within the project area through initial research and leads to further site investigations (e.g.: Preliminary Site Investigation (PSI) and/or Detailed Site Investigation (DSI) (federal Phase 2 Environmental Site Assessment)), a contract amendment shall be issued.

5.1.4 Floodplains (Previously Completed)

CONSULTANT will prepare a Floodplain analyses with Appendix A (Caltrans Location Hydraulics Study Form) and Appendix B (Summary Floodplain Encroachment Form). COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. Floodplain studies will be prepared as required in LAPM Exhibit 6-A. Section B (Required Technical Studies and Analyses) are to be coordinated with Task 6 in an effort to minimize duplication of studies. Analyses are to be completed in accordance with the Caltrans SER, Volume 1, Chapter 17. These include descriptions of project alternatives to specifically address 23 CFR 650A, Section 650.111 (b)(c)(d), as well as requirements found in Chapter 804 of the Highway Design Manual. Where preliminary studies lead to a Floodplain Evaluation Report, a contract amendment shall be issued.

5.1.5 Biological Resources (Previously Completed)

Where potential impacts to threatened and endangered species or their habitat are identified, a Biological Assessment (BA), as well as Essential Fish Habitat (EFH), or designated Critical Habitat (CH) assessment may be necessary. The BA/EFH/CH is to be addressed in accordance with the template in the Caltrans SER Volume 3, Chapter 4 and will require Federal Endangered Species Act Section 7 consultation through Caltrans local assistance. CONSULTANT assumes that preparation of the BA, EFH, and CH is required as indicated in the approved PES form provided by the COUNTY.

5.1.6 Natural Environment Study (Previously Completed)

CONSULTANT will prepare the Natural Environment Study (NES) which summarizes the potential of effects to listed plant and animal species. The NES is to be formatted in accordance with the template in the Caltrans SER Volume 3, Chapter 2.

5.1.7 Waters of the State/United States (Previously Completed)

CONSULTANT will prepare a Delineation of Waters of the US, including wetlands, formatted in accordance with the Caltrans SER Volume 3, Chapter 3 annotated outline. The delineation will include a review of aerial imagery, topographic maps and field surveys to determine the boundaries of Federal jurisdictional waters within the biological survey area utilizing methods prescribed by the Army Corps of Engineers (ACOE).

5.1.8 Cultural Resources (Previously Completed)

CONSULTANT will prepare an Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) that fulfill the requirements of Section 106 of the National Historic Preservation Act. The bridge itself is listed as not eligible for inclusion on the National Register in the Caltrans Historic Bridge Inventory. No other structures

are found in the project area and it is unlikely that an HRER will be necessary. The archaeological component of this project includes six tasks: development of an Area of Potential Effects (APE); literature and documentary research; Native American consultation; assessment of the potential for buried archaeological resources; pedestrian survey of the project area; and preparation of a Section 106-compliant cultural resources technical report.

Development of the APE

CONSULTANT will prepare the definition of archaeological and architectural APEs. The archaeological APE will need to include all areas subject to ground disturbance, including access roads or staging locations that are being constructed or improved for the project. It will also include the full boundaries of any identified cultural sites.

Records Search and Literature Review

CONSULTANT will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents from the Northwest Information Center of the California Historical Resources Information System, administered by Sonoma State University, Rohnert Park. The area of study will be the APE plus a one-half-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area.

Native American Consultation

CONSULTANT will conduct necessary consultation with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls. Far Western will work with the COUNTY, Caltrans District 1 Native American Coordinator, and tribes to facilitate up to two field meetings. Tribal consultation will include discussion of non-archaeological resources and ways that the project can be designed and implemented with minimal effect on cultural resources. If additional meetings are needed for this item, a contract amendment shall be issued.

Assessment of the Potential for Buried Archaeological Resources

Pedestrian survey methods are often ineffective for identifying the location of buried archaeological resources, i.e., sites buried by naturally deposited sediments or deposits of artificial fill. As it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large- and small-scale effects of landscape evolution to help ensure that the potential for buried sites is taken into account.

CONSULTANT will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the project area. An initial review of the project area identifies the soils surrounding the bridge as Latest Holocene in age. CONSULTANT will examine the setting of the bridge and analyze whether there is a potential for the presence of buried archaeological sites below this young soil.

Pedestrian Survey

Survey will consist of a crew of two archaeologists (Field Director and Technician) and will inventory, in transects no greater than 15 meters apart, all safely accessible portions of the APE, including construction lay-down areas, and all other areas that may encounter ground-disturbing activities. The field crew will also examine any exposed soils for evidence of cultural materials; will record any undocumented resources; revisit and, if necessary, update any previously recorded resources using GPS equipment for precise locational mapping. Resources will be recorded on Department of Parks and Recreation 523 Forms.

Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)

CONSULTANT will prepare an ASR and HPSR that meets Caltrans SER Volume 2 standards. The ASR will develop environmental and cultural contexts for the project region; document records search findings and consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results.

Advanced Archaeological Studies

Additional studies (e.g. Extended Phase 1 and Phase 2 treatment and data recovery plans) may be required for the project. Where List-Eligible structures or potentially archaeological sites are discovered, State Historic Preservation Office consultation through Caltrans Local Assistance office may be required.

Extended Phase I identification – applicable if the buried site sensitivity assessment reveals a high potential for undocumented buried sites within the project area. Such an investigation would be conducted relative to the locations and depths of construction disturbance in previously undisturbed areas as indicated by project design plans. An extended phase 1 or Phase 2 assessments are not included in this scope or associated fee. If it is determined that these studies are required, a contract amendment shall be issued.

5.1.9 Farmlands (Optional Task)

CONSULTANT will prepare a technical memorandum describing the presence or absence of Prime and Unique Farmlands. Form AD 1006 shall be completed if such farmland is present in the APE. Studies and reports are to be completed in accordance with the Caltrans SER Volume 1, Chapter 23.

5.1.10 Section 4(f) (Optional Task)

CONSULTANT will prepare Section 4(f) documentation outlining construction activities that encroach on parkland which supports a no use or de minimis evaluation. CONSULTANT will provide information for the no use or de minimis documentation, including a detailed description of the Section 4(f) property, construction methods and avoidance measures, to be formatted in accordance with the Caltrans SER, Volume 1, Chapter 20, Annotated Outline.

5.1.11 NEPA Documentation (Previously Completed)

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Consultant will coordinate with Caltrans for NEPA CE documentation,

including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

5.1.12 Hydroacoustic Monitoring (Optional Task)

If required, this item will be added by amendment.

Task 5.2 CEQA Compliance (Previously Completed)

CONSULTANT will prepare the CEQA Initial Study and Mitigated Negative Declaration (IS/MND) using the environmental checklist form provided by COUNTY. An administrative draft will be submitted to COUNTY for review and comment. Once COUNTY comments are incorporated, CONSULTANT is responsible for preparation of the Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion. At the conclusion of the 30 day public review, CONSULTANT will incorporate public and agency comments (if any) and COUNTY-approved responses into a Final Draft IS/MND as an appendix. COUNTY will be responsible for preparing the Board of Supervisors' package, scheduling the public hearing and filing the Notice of Determination with the County Clerk.

Deliverables

- 15 copies of the public draft version of the IS/MND to the State Clearinghouse for circulation.
- 10 bound hardcopies of the report will be delivered to COUNTY for local circulation.

Task 5.3 Project Permitting

CONSULTANT will prepare completed permit application packages for the following permits:

5.3.1 ACOE, Section 404 Nationwide

5.3.2 RWQCB, Section 401 Water Quality Certification

5.3.3 CDFG, Section 1602 Streambed Alteration Agreement

5.3.4 CCC, Coastal Development Permit (if within coastal zone)

COUNTY will submit the permit applications and any fees to the regulatory agencies. This scope and fee assumes no more than two rounds of submittals are required. If additional submittals are required due to changing standards by the various regulatory agencies including Caltrans, a contract amendment shall be issued.

Task 5.4 Supplemental Activities

If any studies require special equipment, labor or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

5.4.1 Activities in the Right of Way (Previously Completed)

CONSULTANT will prepare encroachment permit for performing work within COUNTY right of way. The encroachment permit will cover work needed to perform the various field studies. CONSULTANT assumes all fees and bond requirements will be waived for obtaining the encroachment permit.

5.4.2 Activities Outside the Right of Way (Previously Completed)

This work will require a Permission to Enter Agreement form completed by COUNTY.

Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY. Preparation of an erosion control plan for the purposes of performing the environmental studies is not included in this scope and associated fee. If it is deemed that excavation is required to perform the environmental studies, a contract amendment shall be issued to perform this work.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

TASK 6 Hydrology and Hydraulics (Previously Completed)

Hydrology and hydraulic studies are assumed to be complete. These items may be added as amendments as needed.

Task 6.1 Data Gathering (Previously Completed)

6.1.1 Record Data

CONSULTANT will research historic hydraulic reports, flood plain analyses and mapping, Flood Insurance Rate Maps, and other sources for input to and verification of the studies.

6.1.2 Anecdotal Data

CONSULTANT will consider anecdotal data from County staff, residents local to the project, geologic indications, and other sources for input to and verification of the studies.

Task 6.2 Preliminary Hydrology and Hydraulics Report (Previously Completed)

Modeling of the creek will include the 50- and 100-year recurrence events. Flow results will be used for the existing bridge geometry and calibrated against gage data, field observations of high water marks and anecdotal data. Flow results will be used for the proposed bridge geometry for up to three options being considered.

Hydrology and hydraulics will be modeled using software packages listed in Table 808.1, Summary of Related Computer Programs and Web Applications, in the Caltrans Highway Design Manual.

Scour and Bank Protection Analysis: CONSULTANT will review maintenance records for the existing and adjacent bridge to determine if the stream has degraded over time. Contraction, pressure flow and abutment scour will be estimated using the methods described in the FHWA Publication HEC-18, Evaluating Scour at Bridges (5).

Estimated preliminary bridge scour for up to three (3) alternative pier configurations will be included. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the FHWA Publication HEC-18, Evaluating Scour at Bridges (5).

Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA Hydraulic Engineering Center Circular HEC-23.

It is assumed that Sea Level Rise (SLR) will NOT affect the project site and no recommendations for meeting SLR criteria will be made.

The Preliminary Hydraulic Report will discuss the method and approach for the hydrologic analysis, summary of the Q50 and Q100 flows for the existing and proposed bridges (up to 3 new bridge options considered), and preliminary scour recommendations.

Task 6.3 Location Hydraulic Study (Previously Completed)

A Location Hydraulic Study will be performed. CONSULTANT will utilize the Location Hydraulic Study Form, which will be included as “Appendix A” in the Final Hydraulic Report. The form will be completed in accordance with Volume 1, Chapter 17 of the Caltrans Standard Environmental

Reference (SER). The use of this document is covered further in Task 5. COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional data in Task 5.1.4.

Task 6.4 Summary Floodplain Encroachment Report (Previously Completed)

CONSULTANT will prepare a Summary Floodplain Encroachment Report. It utilizes the Summary Floodplain Encroachment Report, which will be included as “Appendix B” of the Final Hydraulic Report. The use of this document is covered further in Task 5. COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional data in Task 5.1.4.

Task 6.5 Floodplain Evaluation Report (Previously Completed)

A Floodplain Evaluation Report may be required as a result of the review of the Location Hydraulic Study and the Summary Floodplain Encroachment Report. This report is not included in this scope of services and if required will be performed as a change in contract scope. See additional data in Task 5.1.4.

Task 6.6 Design Hydrology and Hydraulics Report (Previously Completed)

This report shall be an extension of the Preliminary Hydraulic Report of Task 6.2 and will use the same numeric modeling program and carry the same requirements for calibration. The target freeboard for the new bridge will be one foot in the 100-year event. The report will be entitled: Final Hydraulic Report. The Location Hydraulic Study and Summary Floodplain Encroachment Report will be included as sub-titles to the report and included as appendices.

Task 6.7 FEMA Map Revision

The project site is located in a non-mapped area thus a FEMA MAP revision is not required and is not included in this scope and fee.

Deliverables

- Draft submittals: e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data to COUNTY.)

- Final submittals: one printed bound copy more than required by the approving agency shall be submitted to COUNTY. All will be signed. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate as a PDF.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 7 Project Design (Update)

Task 7.1 Preliminary Project Design

CONSULTANT will revise and update the design studies as needed to determine the most cost effective structure alternative and recommend a preferred alternative to Mendocino County.

CONSULTANT will prepare Structure Advance Planning Studies (APS) and Geometric Approval drawings (GAD's) including approach roadway plan and profile for up to three options. The appropriate Bridge Type will be influenced by hydraulics, impacts to traffic, constructability, environmental impacts, soil condition, and economics.

The APS and GADs will be used to perform a project alternatives analysis. Issues that will be considered during these analyses include construction staging, traffic handling, foundation types, and aesthetics if any. CONSULTANT will develop a plan view, profile view, typical section, and cost estimate for up to three alternatives or structure types.

CONSULTANT will perform an internal constructability review of the preliminary structure and approach roadway plan and profile alternatives. Revisions that result from the constructability review will be incorporated into the design prior to submittal to COUNTY.

Deliverables

- Three (3) printed copies of each APS and GAD on 11"x17"
- Electronic copy of each APS and GAD on 11"x17"
- Constructability review comments and responses (PDF and hard copy)

Task 7.2 Structure Type Selection and 30% Plans and Estimate (Update)

If needed based on the findings of Section 7.1, CONSULTANT will incorporate these into the Structure Type Selection Report for determining the preferred alternative.

Task 7.2.1 Preliminary Roadway Design (30%) (Update)

CONSULTANT will revise and update the preliminary road plans to coordinate with the revised retrofit strategy and current environmental constraints. Concepts for traffic staging and contractor access will be developed.

Task 7.2.2 Preliminary Structural Design (30%) (Update)

CONSULTANT will revise and update the preliminary bridge plans to coordinate with the revised retrofit strategy per Caltrans' direction. Additional seismic analysis will be performed to confirm the proposed strategy. Additional lateral spreading analysis will be coordinated with geotechnical information to determine the adequacy of the existing abutments and column pile sand footings. Global and local displacements and forces will be verified to meet Caltrans retrofit policies and procedures and provide a 'no collapse' scenario for the design seismic event, fault rupture, liquefaction, and lateral

spreading. Any scenario that requires the use of additional piles at the abutments or columns will require additional Caltrans review and approval.

Task 7.2.3 Preliminary Estimate (Update)

CONSULTANT will revise and update the preliminary construction cost estimates for the 30% project.

Deliverables

- List of any design exceptions included in the plans
- Three (3) hard copies of the 30% roadway and bridge plans on 11"x17 paper.
- One (1) electronic copy of 30% roadway and bridge plans in PDF format.
- Three (3) hard copies of preliminary combined roadway and bridge estimate
- One (1) electronic copy of preliminary combined estimate in excel format.

Task 7.3 65% Plans and Estimate Submittal

Upon finalizing the Draft Foundation Report and verifying the final retrofit strategy, CONSULTANT will perform a complete design of the structure retrofit. The retrofit will be designed using the latest Caltrans manuals, standards, and procedures. A full set of unchecked structure plans and estimate will be developed and submitted for COUNTY review.

Roadway plans will progress to the 65% stage. A full set of roadway plans and estimate will be submitted for COUNTY review.

Task 7.3.1 Civil Design & Drafting

CONSULTANT will complete the approach roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with COUNTY consultation).

Post Construction Runoff (PCR) Features and Coordination with Regional Water Quality

Control Board (RWQCB) (Previously Completed)

CONSULTANT will prepare design features and calculations in conformance with the RWQCB PCR standards. PCR features will be incorporated into the project plans. CONSULTANT will coordinate with the RWQCB regarding the proposed PCR improvements and will prepare a memo for inclusion in the RWQCB 401 permit application summarizing the project PCR features and compliance. This memo will include required calculations and exhibits if required as appendices. Plan sheets will be prepared in English units. CONSULTANT will prepare drawings in AutoCAD Civil 3D (2014 Version) using COUNTY'S standard sheet format.

Plans will be at the appropriate feet and inch scales. The scope and fee is based on preparing the number of sheets listed below (suggested number of plan sheets are shown in the parenthesis):

Title Sheet (1)

Roadway Typical Cross Section Sheet (1)

Roadway Plan and Profile Sheets (2)
Construction Detail Sheet (2)
Staged Construction/Traffic Handling Plans (2)
Temporary Erosion/Pollution Control Sheets (5)
Signing and Striping Plan (1)
Roadway Drainage Plan (1)
Rock Slope Protection (2)

Task 7.3.3 Quantities & Cost Estimate

After the Independent Bridge Check is completed, CONSULTANT will prepare two independent sets of bridge quantity calculations prepared by individuals experienced in this work as part of the 90% PS&E submittal. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the County and Caltrans, reflecting the location of the project and the quantity of each item. Nonparticipating costs, if any, will be segregated.

Task 7.3.4 Draft Notice to Contractors and Special Provisions

CONSULTANT will develop a contract item list and prepare a Draft Notice to Contractors and Special Provisions. The technical special provisions required for construction of the project will utilize the Caltrans 2015 Standard Specifications and Standard Special Provisions. Draft special provisions will be submitted with the 90% PS&E submittal. Final special provisions will be submitted with the final submittal.

CONSULTANT will prepare required technical special provisions which will be combined with the COUNTY supplied boilerplate specifications. The basis of the specifications will be the latest Caltrans Standard Specifications (2015). It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, development of the Construction DBE goal, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications if available.

Task 7.3.5 Quality Control and Constructability Review

CONSULTANT will perform a quality control and constructability review of the draft 65% PS&E.

Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

Deliverable(s):

- Two complete sets of 65% on 11x17 (PDF and hard copy)
- Two copies of the updated 30% Engineer's Estimate (PDF and hard copy)

- Quality Control and Constructability review comments and responses (PDF and hard copy)

Task 7.4 90% PS&E Submittal

After the environmental documents have been approved and upon receipt of COUNTY comments on the 65% plans submittal, CONSULTANT will begin the design work and preparation of the final PS&E. This phase will include the development of the final bridge and roadway Plans, Specifications and Estimate.

Bridge Independent Design Check

Upon completion of the 65% submittal, CONSULTANT will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. A plan set will be marked up following CONSULTANT's QC plan.

90% Roadway Design

The following outlines the tasks anticipated in this task:

- Address 65% Agency comments.
- Develop roadway plans to the 90% level.
- Develop Quantity Sheets
- Perform 90% Quality Control and Constructability Review and document.
- Prepare 90% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

Prepare Specifications

Prior to the 90% PS&E Submittal, the plans will be reviewed by CONSULTANT and an updated contract items list will be produced. Comments received on the 65% technical specifications and draft notice to contractors will be incorporated into the draft final technical specifications.

90% PS&E Submittal (Roadway & Bridge)

A submittal of 90% Draft PS&E will be made to COUNTY. The submittal will include the plans, specifications and estimate. CONSULTANT will perform an independent QA/QC and constructability review of the 90% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to COUNTY. COUNTY may submit the PS&E package to Caltrans District Local Assistance and to the Caltrans Division of Structures Local Assistance for review. CONSULTANT will assist the COUNTY with preparation of the Caltrans PS&E Certification Form if requested.

Deliverables

- Two complete sets of 90% plans (PDF and hard copies)
- 2 bound sets of special provisions (PDF and hard copies)
- 2 copies Engineer's Estimate (PDF and hard copies)

Task 7.5 Final Plans, Specifications and Estimate Submittal

The final contract documents will be prepared and submitted to COUNTY as described below.

Final Revisions (Roadway & Bridge)

Upon receipt of comments from the 90% PS&E submittal from COUNTY, and other jurisdictional agencies, CONSULTANT will make final revisions to the documents.

Final Submittal (Roadway & Bridge)

CONSULTANT will submit final plans, specifications and estimate to COUNTY.

CONSULTANT will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to COUNTY.

Deliverables

- One complete set of Final plans (Mylar; D-sized, 22"x34") for approval
- Two complete sets of Final plans (bond; D-sized, 22"x34") for approval
- Two sets of approved bridge design calculations (PDF and hard copy)
- One set of Special Provisions, including COUNTY's Boiler Plate as provided by COUNTY (PDF and 1 hard copy)
- Special Provisions (Microsoft Word), and Engineer's Estimate (Microsoft Excel)
- One complete set of approved plans as PDF
- One set of design and check quantity calculations as PDF

Task 7.6 Preliminary Right of Way (Optional Task)

For preliminary right of way activities, certain data are needed to prepare one description for permanent right of way acquisition and one description for temporary right of way acquisition.

COUNTY will provide title reports as necessary.

Provide one trip to stake corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet, for use by COUNTY and other consultants. Each flag set will be visible from each adjacent flag.

Deliverables

- Prepare Legal Descriptions (Up to Three (3))
- Prepare Right-of-Way Plats (Up to Three (3))
- Assist Right-of-Way Certification
- Stake Right-of-Way Limits, Easement and Lines
- Identify and coordinate right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of survey (following project construction) (If Required)

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY may complete or complete with CONSULTANT assistance property appraisals and provide property acquisition for right of way (pending application of Task 8).

COUNTY will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

TASK 8 Right of Way (Optional Task)

A contract amendment shall be issued for this task, if needed.

TASK 9 Construction Assistance

COUNTY will require the assistance of CONSULTANT during construction activities.

Task 9.1 Bid Support

CONSULTANT will provide services for design support during the bidding phase of the project, including responding to bidder inquiries and preparing addenda, if needed.

Task 9.2 Construction Support

CONSULTANT will provide construction support including but not limited to:

- review of submittals
- assistance in preparation of Contract Change Orders (CCOs)
- providing grades
- interpreting plans
- review of shop drawings
- inspection of forms and rebar before concrete placement (as needed)
- respond to Requests for Information (RFIs).

Task 9.3 As-Built Plans

Upon completion of the work, the Resident Engineer will provide CONSULTANT with a set of red-lined plans showing changes made during construction. CONSULTANT will use the corrections to make a set of Record Drawings for COUNTY.

Deliverables

- CCOs (as needed)
- Responses to RFIs
- As-built plans/Record Drawings
- Copy of approved shop drawings for County records

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

[END OF SCOPE OF WORK]

ATTACHMENT E

County of Mendocino
Department of Transportation
Eureka Hill Road Bridge Seismic Retrofit

PES APPROVAL LETTER FROM CALTRANS

Expected Conditions SEE Attached

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Agreement of 0.0%. The DBE goal was met during previous work on this project.

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, Code of Federal Regulations (CFR), Part 26.5.
- 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 Contracts 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 Consultant must 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 must 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 consultant, subconsultant, 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 subconsultant, 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 subconsultant for each portion of work as defined in their proposal and all DBE subconsultant should be listed in the bid/cost proposal list of subcontractors.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants

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 Contract 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 Contract 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.

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT
(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Mendocino.</u>		2. Contract DBE Goal %: <u>0.0</u>	
3. Project Description: <u>Seismic Retrofit of the Eureka Hill Road Bridge over the Garcia River</u>			
4. Project Location: <u>Eureka Hill Road (CR 505) over the Garcia River (M.P. 4.92)</u>			
5. Consultant Name: _____			
6. Prime Certified DBE: <input type="checkbox"/>			
DBE Commitment Information			
7. Description of Services to be Provided	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>180027</u>			
18. Federal-aid Project Number: <u>BRLRT-5910(041)</u>			
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
20. Local Agency Representative Signature _____		12. Preparer's Signature _____	
21. Local Agency Representative Name (Print) <u>Alicia Meier</u>		13. Preparer's Name (Print) _____	
22. Date <u>(707) 234-2804</u>		14. Preparer's Title _____	
23. Local Agency Representative Title <u>Acting Deputy Director, Engineering</u>		15. Date _____	
24. (Area Code) Tel. <u></u>		16. (Area Code) Tel. No. _____	

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

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.