



MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSAL  
CONSTRUCTION DESIGN SUPPORT FOR THE  
ROWES CREEK BRIDGE REPLACEMENT ON SHERWOOD ROAD  
DOT AGREEMENT NO. 180060

**I. INTRODUCTION**

Mendocino County Department of Transportation requires the services of a Professional Engineering firm to provide engineering support services during construction activities of the Rowes Creek Bridge replacement project funded by the Federal Highway Bridge Program (HBP) and Toll Credits. Services will include review of submittals, preparation of addenda and any other changes to the plans and specifications, site inspections during key activities, calculating deck grades, and preparing as-built drawings.

The construction contract has not yet been advertised. Construction is expected to begin around June 1, 2019 and should take one construction season.

The County has established a Disadvantaged Business Enterprise goal for this Agreement of 0%. Refer to the attached Exhibit 10-I "Notice to Proposers DBE Information" for requirements.

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 "Rowes Creek Bridge - Construction Design Support" 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: August 15, 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](mailto: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.

<b>Scheduled Activity</b>	<b>Proposed Date</b>
Request for Proposal Submission Deadline	See Page 2
Request for Proposal Selection and Notification	August 17, 2018
Anticipated Board Authorization to Award	September 25, 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  
Rowes Creek Bridge Replacement  
Construction Design Support

### 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		

<b>Evaluation Total (Maximum 100)</b>	
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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  
Rowes Creek Bridge Replacement  
Construction Design Support

**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

## ATTACHMENT C

County of Mendocino  
Department of Transportation  
Rowes Creek Bridge Replacement  
Construction Design Support

Proposal Summary Fact Sheet and  
Statement of Responsibility

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

Certifications:

10. Are you incorporated?      YES ☐      NO ☐  
If YES, date of incorporation: \_\_\_\_\_  
State of incorporation: \_\_\_\_\_
11. Tax Identification Number: \_\_\_\_\_  
Please list the official name of the firm as submitted to the IRS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Fictitious name or names, if any, under which you are doing business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Do you agree to comply with specifications, Request for Proposal instructions, draft contract requirements and other pertinent references contained in this Request for Proposal?  
YES ☐ NO ☐
14. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?  
YES ☐ NO ☐
15. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
YES ☐ NO ☐
16. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
YES ☐ NO ☐
17. Do you agree that the proposal amount includes all costs incident to the proposed contract?  
YES ☐ NO ☐

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT D**

County of Mendocino  
Department of Transportation  
Rowes Creek Bridge Replacement  
Construction Design Support

### **Scope of Work**

CONSULTANT shall provide the following services:

#### **Services During Construction**

Services during construction are based on the following assumptions:

- The project is completed in one construction season.
- Geotechnical support is based on a field representative on-site to observe pile driving and CIDH pile installation.

#### **Task 1 - Bid Period Consultation**

CONSULTANT will provide bidding period assistance to COUNTY. This will include consultation and interpretation of the contract documents and assisting COUNTY in preparing addenda to the PS&E, responding to requests for information (RFI's) and attending pre-bid or construction meetings and bid openings as needed.

CONSULTANT will prepare a Resident Engineer's file that includes the following:

- Foundation Report;
- Hydraulics Report;
- Bridge 4-scale drawings;
- Bridge quantity and quantity check calculations;
- Estimate summary forms;
- Design decisions, design exceptions and designers' notes to the Resident Engineer.

CONSULTANT will prepare construction cross sections to be included in the Resident Engineer's pending file.

Deliverables:

1. Addenda as required
2. Response to RFI's as required
3. Resident Engineer's File
4. Construction Cross sections

#### **Task 2 – Assist with the Preparation of Contract Change Orders (CCO's)**

CONSULTANT and CONSULTANT's subconsultants, where appropriate, will prepare drawings and review change orders requested by COUNTY.

Deliverables:

1. CCO drawings and review as required.

### **Task 3 – Review and Respond to Requests for Information (RFI's)**

CONSULTANT will respond to contractor's inquiries through COUNTY requests.

Deliverables:

1. Response to RFI's as required.

### **Task 4 – Pre-construction Meeting**

CONSULTANT will attend one (1) pre-construction meeting, assumed to be held at COUNTY's office at 340 Lake Mendocino Drive, Ukiah, CA 95482.

### **Task 5 – Site Visits**

CONSULTANT will provide a field inspector to inspect the Contractor's construction work as requested by COUNTY; it is anticipated that up to ten (10) inspections will be needed. These inspections may include but are not limited to the following:

- Rebar inspection including abutments, stem and soffit, and deck;
- Inspection of forms prior to large concrete pours;
- Large concrete pours including abutments, stem and soffit, and deck;
- Post-tensioning duct and anchorage installation.

CONSULTANT's field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule. After completion of each inspection, an inspection report and diary of Contractor's construction activities will be completed and transmitted to COUNTY for review and filing.

CONSULTANT will document special situations by photograph or video.

CONSULTANT will document any defective work and will provide recommendations for repair of defective work to COUNTY. The inspection report shall include, at a minimum, the following information:

- The number, classification, and hourly summary of activity of each of the Contractor's employees working;
- Material deliveries;
- Number, type, and hourly summary of Contractor's equipment on site, both working and not used;
- Weather conditions;
- Discussions with the Contractor;
- Problems and issues addressed;
- Changes;
- Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

CONSULTANT will attend up to three (3) site visits as requested by COUNTY for general review of Contractor's work or for discussions to be held with COUNTY and/or Contractor onsite. These meetings would be in addition to the requested field inspection site visits. CONSULTANTS' geotechnical subconsultant will have a representative on-site to observe pile driving activities. Personnel will observe the foundation construction activities to provide professional opinion on the

conformance of the construction activities to the recommendations and anticipated subsurface conditions as summarized in the Foundation Report. These services include:

- Observe installation of 14x89 steel HP piles at Abutment 2;
- Review construction plan set and contractor submittals related to the foundation construction;
- Provide supplemental recommendations if/as required during foundation construction.

**Task 6 – Review Falsework Plans, Shop Drawings, and other Submittals**

CONSULTANT will assist COUNTY with submittal reviews and review of shop drawings as needed. Shop Drawings to be reviewed and approved may include, but are not limited to:

- Falsework Plans;
- Temporary Shoring Plans (if required);
- Pile Placement Plan;
- Soldier Pile Wall shop drawings;
- Post-tensioning shop drawings;
- Concrete Mix Designs.

Deliverables:

1. Review of shop drawings and submittals as required

**Task 7 – Falsework Grades**

CONSULTANT will provide information for constructing camber strips (if necessary) and grade elevations to the Contractor for constructing falsework that results in a completed structure built to the lines and grades shown on the contract plans.

Deliverables:

1. Falsework Grades / Camber Strips

**Task 8 – Prepare As-Built Drawings**

CONSULTANT will take the Resident Engineer's notes on the contract plans and change orders and prepare As-Built drawings in digital and hard copy format for the project to be submitted to COUNTY.

Deliverables:

1. As-Built Drawings (one electronic copy and one 11x17 hard copy)

**SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will provide the following services:

- Contract advertisement and bid administration,
- The majority of construction inspection (except for those tasks where CONSULTANT is requested to provide inspection),
- Construction management (Resident Engineer).

[END OF SCOPE OF WORK]

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Agreement of 0.0%.

**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 subconsultants, 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 subconsultants should be listed in the bid/cost proposal list of subconsultants.
- 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 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.

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>County of Mendocino.</u>		2. Contract DBE Goal %: <u>0.0</u>	
3. Project Description: <u>Rowes Creek Bridge Replacement – Construction Design Support</u>			
4. Project Location: <u>Sherwood Road (CR 311) over the Rowes Creek (M.P. 5.52)</u>			
5. Consultant Name: _____			
6. Prime Certified DBE: <input type="checkbox"/>			
<b>DBE Commitment Information</b>			
7. Description of Services to be Provided	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		11. Total % Claimed DBE Participation	
17. Local Agency Contract Number: <u>180060</u>		_____ %	
18. Federal-aid Project Number: <u>BRLO-5910(076)</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	
Alicia Meier		_____	
21. Local Agency Representative Name (Print)		13. Preparer's Name (Print)	
Acting Deputy Director, Engineering		_____	
23. Local Agency Representative Title		14. Preparer's Title	
(707) 234-2804		_____	
24. (Area Code) Tel.		15. Date	
		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.