



**MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSAL  
OUTLET CREEK AT REYNOLDS HIGHWAY BRIDGE REPLACEMENT  
DOT AGREEMENT NO. 200041**

**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 federally funded Highway Bridge Program (HBP) project.

Consultant may need to seek the services of a firm that specializes in bioengineering.

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 “Outlet Creek at Reynolds Highway Bridge Replacement” and delivered to:

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

Late or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that his proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will

not be considered. Note: The un-authorized use of the County's official logo is strictly prohibited.

**Submittal Deadline: May 7, 2020 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 Jason Wise at (707) 234-2846 or email: WiseJ@MendocinoCounty.org

**V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

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

**VI. SCHEDULE OF ACTIVITIES**

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Consultants to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect the decision. This schedule is subject to change at

the discretion of the County. The County will provide sufficient advance notice to Consultants in the event of schedule changes.

<b>Scheduled Activity</b>	<b>Proposed Date</b>
Request for Proposal Submission Deadline	See Page 2
Request for Proposal Selection and Notification	May 15, 2020
Anticipated Board Authorization to Award	July 14, 2020

**VII. SELECTION PROCESS**

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

**VIII. EVALUATION CRITERIA**

- A. The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee.
  - 1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
  - 2. Experience of Consultant in providing services and quality of work.
  - 3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

There are further parameters noted in Attachment A.

**IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is available with this Request for Proposal and upon request. 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.
- G. This is a project-specific contract and will be reimbursed at Actual Cost Plus Fixed Fee.

**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.

**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

LAPM Exhibit 10H1 - H3 – Cost Proposal

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

## ATTACHMENT A

County of Mendocino  
Department of Transportation  
Outlet Creek at Reynolds Highway Bridge Replacement

### Proposal Evaluation Form

Consultant Name: \_\_\_\_\_

	Value	Score*	Notes
<b>A.</b> Demonstrated understanding of the work to be done	25 points		
<b>B.</b> Experience with similar kinds of work	20 points		
<b>C.</b> Capacity/Ability of agency to complete work	15 points		
<b>D.</b> Capability of developing innovative or advanced techniques	10 points		
<b>E.</b> Familiarity with state and federal procedures	10 points		
<b>F.</b> Demonstrated technical ability	10 points		
<b>G.</b> Financial responsibility	5 points		
<b>H.</b> Local presence	5 points		
<b>I.</b> 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  
Outlet Creek at Reynolds Highway Bridge Replacement

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  
Outlet Creek at Reynolds Highway Bridge Replacement

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  
Outlet Creek at Reynolds Highway Bridge Replacement

### SCOPE OF WORK

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number B1301, the “Outlet Creek at Reynolds Highway Bridge Replacement” Request for Proposal

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 all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all 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 may be added, removed or changed.

Allocation 1 of this *Scope of Work* shall include all studies required to satisfy the NEPA and CEQA processes and those required for permitting project construction and, funds permitting, engineered plans, 50% complete.

Allocation 2 of this *Scope of Work* shall include the Natural Environment Study (NES) and Initial Study and Mitigated Negative Declaration (IS/MND) reports, NEPA and CEQA compliance and complete plans, specifications and detailed cost estimate; all required project permits and construction assistance.

The use of the term “allocation” above is for separation of funding allocations only. The whole of Preliminary Engineering is, itself, is a single-phase process and the use of the term “allocation” should not be confused for any sort of phasing. The first funding allocation is expected to be suitable to complete the activities described in “Allocation 1”.

#### **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.

Project Management and Coordination will include the following subtasks:

##### **Task 1.1 Project Initiation**

- 1.1.1 Kick-off Meeting** – Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include the COUNTY project manager, CONSULTANT project manager and point of contact and, if available, staff from Caltrans District 1.
- 1.1.2 Preliminary Research** – Includes various historic documents as: as-built plans, for the existing bridge and approach roadway, right of way, geology, maintenance etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 Field Investigation** – Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding,

permitting, right of way acquisition and construction of the project.

**Task 1.2 Coordination**

- 1.2.1 Point of Contact** – Proj Mgr name, of Successful Consultant, 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 Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Outlet Creek at Reynolds Highway Bridge Replacement.
- 1.2.3 Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: Replace existing one-lane bailey bridge with a modern two-lane concrete and steel bridge..
- 1.2.4 Project Short Description** – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description of: Bridge Replacement of Bridge No. 10C0174.
- 1.2.5 Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.
- 1.2.6 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 the CONSULTANT’S Quality Control Plan.
- 1.2.7 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 all schedule updates. These may be included with monthly billing.

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

- 1.2.8 Periodic Reports** – CONSULTANT shall submit progress reports at least once each month. The reports shall be sufficiently detailed for the 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.

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

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

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

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.

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

A sample invoice is given in Consultant Agreement Exhibit B.

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

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

**1.2.11 Communication** – CONSULTANT will use the project number, B1301, in e-mails, letters, transmittals etc.

**1.2.12 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.

#### **Deliverables**

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Three month Look Ahead Schedule
- Project LAPM/LAPG Exhibits, as needed
- 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 all deliverables.

#### **Deliverables**

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

#### **Task 1.4 Project Team Meetings**

CONSULTANT will schedule, prepare for and attend monthly 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. CONSULTANT assumes a total of 2 project team meetings in the offices of the COUNTY. Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.

Team meetings may be held as conference calls through a service established by CONSULTANT.

## **Deliverables**

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

- Meeting agendas
- Meeting materials (graphics, visual aids and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule
- Meeting minutes within 1 week of meeting.

### **Task 1.5 Public Meetings**

COUNTY shall arrange 1 public meeting for informing the public of the project and to solicit opinions of local residents about the project.

COUNTY will determine the venue for the event. Be there a fee for the venue, CONSULTANT will be asked to make payment and include the cost in subsequent billing.

CONSULTANT will prepare one exhibit showing the general area around the bridge. A second exhibit will show the project area. A third will show details of the bridge, proposed profile etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board.

CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and bridge details exhibits on either side of an 11" x 17" sheet of paper.

Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.

## **SERVICES TO BE PROVIDED BY COUNTY**

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

### **TASK 2 Surveying and Mapping**

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include:

Prior to the field survey Consultant shall perform a records search will call Underground Service Alert to provide utility markings in the project area.

#### **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 shall be surveyed to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. Be the project on a section line, the lines of the adjacent section shall be included.

### **Task 2.3 Topographic Mapping**

Topographic survey coverage area will include the area of the bridge consistent with Task 2.4 and Task 2.5.

Topographic survey will include all 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 and any other pertinent information that could apply to the project during design.

### **Task 2.4 Surveying and Mapping for Roads**

All road features, culture, utilities, other surface features and certain sub-surface 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: curbs, gutters, flow lines, edges of traveled way, fences, gates, guard rails and other linear features, with intermediate shots as required
- For all driveways: driveway centerline stations and widths. With curb and gutter, top and bottom of curb transition and the back of the ramp portion of the driveway. Without curb and gutter, elevations for top and flow line of any ditch and culvert and sufficient nearby elevations to allow for proper design of approaches.
- Bridges: centerlines, corners, wingwalls, cross section of underpassing feature and other important points.
- Other culture: signs, building corners, trees (with diameter at breast height (DBH=54”) noted if greater than 4”), parking lot corners, areas outside of the right of way and any other points pertinent to the project.
- Utilities: manhole covers, access shaft diameter and offset to manhole, manhole diameter and material, all pipe locations, sizes, materials and inverts; water valve covers and tops of operating nuts; fire hydrants; pad-mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and the lowest elevation of the lowest wires crossing street.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials and inverts; manhole covers, access shaft diameter and offset to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.
- Cross sections shall be taken at all stations ending in +00 and +50, at either end of the project and one fifty feet beyond both project limits. Cross sections shall extend to at least the right of way margin. Be the margin on a slope, the top or toe of slope will be included.
- At all BCs and ECs.
- At all BCRs or ECRs of any cross street.
- Grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction.
- 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 shall 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.
- Approach road cross sections for 500 feet in both directions from the ends of the existing bridge consistent with Task 2.4.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

### **Task 2.6 Aerial Photogrammetry**

For larger geographic areas, aerial photogrammetry may be requested, under the recommendation of CONSULTANT. COUNTY will provide an AutoCAD drawing base with the correct layer names etc. for use.

### **Task 2.7 Digital Data Sources**

For larger geographic areas with suitable land cover, data from a source as *Intermap Technologies* may be requested. CONSULTANT will be responsible for acquiring data of the correct location and incorporation in to the project.

### **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.

### **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.

#### **Deliverables**

Mendocino County Department of Transportation currently uses AutoCAD Civil 3D (2013) (C3D). All files submitted shall be consistent with this version.

- 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 dAXXXxz\_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**

Any work performed in the COUNTY right of way will require an Encroachment Permit prior to

work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and closed.

### **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.

COUNTY shall issue an appropriate Work Order for each project to be assigned to CONSULTANT. COUNTY shall exercise due care in relaying project requirements to CONSULTANT and shall responsively participate in the Work Order process defined in Section II above.

COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the tasking assigned by each Work Order.

### **TASK 3 Geotechnical Investigations**

The following are general geotechnical needs. Each project is unique and may require less effort than is included in the following or may require studies not included in the following.

Any work required within a stream will require a permit from the California Department of Fish and Wildlife. Procurement of this permit typically takes about three months. Recent allowed access has been from June 15 to October 15 of a given year for in-channel work.

Any field work performed in the right of way will be performed under an encroachment permit and include personal safety equipment and traffic control consistent with the *Work Area Traffic Control Handbook*.

#### **Task 3.1 Field Exploration**

Shall include site reconnaissance and field tests.

**3.1.1 Borings** – CONSULTANT shall perform field tests (test pits, borings, geologic reconnaissance or seismic refraction profiles) to collect subsurface information required for foundation design. This shall include locating each boring at the project site; marking out field test locations with paint or other acceptable means for Underground Service Alert notification and for utility location; logging of earth materials; groundwater depth and the depth of refusal or solid rock if either are encountered. Each boring site shall be accurately mapped per Task 2.4.

**3.1.2 Infiltration Tests** – CONSULTANT shall perform infiltration tests as necessary to provide adequate design data.

#### **Task 3.2 Laboratory Testing**

**3.2.1 Basic Soil Characteristics** – CONSULTANT shall perform laboratory tests, as necessary, to classify and determine earth materials properties.

**3.2.2 Corrosivity** – CONSULTANT shall perform laboratory tests to determine any corrosive properties of the soils samples, including pH, minimum resistivity and sulfate and chloride content. CONSULTANT shall include appropriate design comments in his recommendations.

**3.2.3 Permeability** – CONSULTANT shall perform laboratory tests to determine any permeability of the soils samples and shall include appropriate design comments in his recommendations.

**3.2.4 Naturally Occurring Asbestos (NOA)** – CONSULTANT shall perform laboratory tests to determine the presence and concentration of NOA in the soils samples.

- 3.2.5 Other Hazardous Materials** – CONSULTANT shall also test for other hazardous materials when pertinent. These may include aerially deposited lead, asbestos-containing building materials, lead paint, metallic content of thermoplastic pavement markings and petroleum hydrocarbons.
- 3.2.6 Bearing Capacity** – CONSULTANT shall perform laboratory tests to determine the bearing capacities of the soil samples.

### **Task 3.3 Preliminary Foundation Report**

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing and design recommendations. Design recommendations shall include:

- 3.3.1 Foundation Types** – Consultant shall make preliminary recommendations for suitable foundation types and required foundation depths.
- 3.3.2 Foundation Capacity** – Consultant shall make preliminary recommendations for anticipated foundation capacities.
- 3.3.3 Retaining Walls** – Consultant shall make preliminary foundation recommendations for retaining walls.
- 3.3.4 Other Retaining Structures** – Consultant shall make preliminary foundation recommendations for retaining structures at the request of COUNTY.
- 3.3.5 Construction Conditions and Considerations**– Consultant shall address anticipated construction conditions and considerations as they might affect preliminary foundation and construction alternatives.
- 3.3.6 Geologic Hazards** – Consultant shall identify any geologic hazards that may affect the project.

### **Task 3.4 Foundation Report**

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing and design recommendations. Design recommendations shall include:

- 3.4.1 Grading** – CONSULTANT shall make earthwork recommendations.
- 3.4.2 Foundations** – CONSULTANT shall make foundation recommendations.
- 3.4.3 Retaining Walls** – CONSULTANT shall make foundation recommendations for retaining walls.
- 3.4.4 Other Retaining Structures** – CONSULTANT shall make foundation recommendations for other retaining structures at the request of COUNTY.
- 3.4.5 Pavement** – CONSULTANT shall make pavement structural section recommendations for either flexible or rigid pavements or both, as required.
- 3.4.6 Construction Conditions and Considerations** – Consultant shall address anticipated construction conditions and considerations as they might affect foundation systems and construction.

### **Task 3.5 Construction Services**

Shall include:

- 3.5.1 Compaction** – CONSULTANT shall verify design compaction for footings, abutments etc.
- 3.5.2 Pavement Design** – CONSULTANT shall verify compaction of roadway fill and the resulting R-value. Pavement design shall be verified prior to placement of any structural material.

### **Deliverables**

- Draft submittals: one hard copy, and 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 more than required by the approving agency shall be submitted to COUNTY. All shall 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 PDF.
- 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.

COUNTY shall issue an appropriate Work Order for each project to be assigned to CONSULTANT. COUNTY shall exercise due care in relaying project requirements to CONSULTANT and shall responsively participate in the Work Order process defined in Section II above.

COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the tasking assigned by each Work Order.

### **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.

CONSULTANT shall 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. All documents submitted to COUNTY shall include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT shall prepare all documents required by the Preliminary Environmental Study (PES) signed by Caltrans. All 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.

### **Deliverables**

- Draft submittals: one hard copy, 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 Co-ordination**

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**

**5.1.1 Preliminary Environmental Study (PES)** – CONSULTANT shall prepare the PES form and submit to COUNTY for Caltrans approval. The signed PES letter is to be used with the information in this section as a guide to satisfy COUNTY, Caltrans and regulatory agencies for NEPA compliance. 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:

**5.1.2 Traffic Study** – Technical Memorandum or Study as required by the approved PES or the approving agency.

- 5.1.3 Noise studies** – Technical Memorandum or full analysis relating to noise increases and vibrations due to construction activities such as pile driving, heavy equipment use and increased traffic due to capacity improvements. Studies shall be formatted in accordance with the template in the Caltrans SER, Volume 1, Chapter 12. See Task 5.1.10 for hydroacoustic monitoring requirements.
- 5.1.4 Hazardous Materials** – An Initial Site Assessment (ISA) shall be completed 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.
- 5.1.5 Floodplains** – 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 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.
- 5.1.6 Biological Resources** – 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.
- 5.1.7 Natural Environment Study** – The Natural Environment Study (NES) 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.
- 5.1.8 Waters of the United States and the States** – Delineation of Waters of the US, including wetlands, is to be formatted in accordance with the Caltrans SER Volume 3, Chapter 3 annotated outline. The delineation shall 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).
- 5.1.9 Cultural Resources** – Section 106 requirements include development of an Area of Potential Affects (APE) Map delineating both potential archaeological sites (horizontal and vertical) and historic architecture within the project, including locations of potential project staging areas. A Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER) and Archeology Survey Report (ASR) may be required in accordance with the Caltrans SER, Volume 2. Once the reports are complete, known Cultural Resources Sites are to be identified in an updated APE Map as they relate to this specific project.

Tribal Consultation will be required. This will include time and travel to meet with appropriate tribes as well as working with COUNTY, Caltrans and Tribes on specifically requested project features, including but not limited to hiring of study monitor(s), design element requests or replanting of vegetative species utilized by Native American people.

CONSULTANT should assume two meetings within the County. If more is needed for this item, a contract amendment shall be issued.

**5.1.9.1 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 historic sites are discovered, State Historic Preservation Office consultation through Caltrans Local Assistance office may be required.

**5.1.10 Farmlands** – A memorandum shall be completed determining 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.

**5.1.11 Section 4(f)** – Public Lands and National Registry of Historic Sites eligibility evaluation, to be formatted in accordance with the Caltrans SER, Volume 1, Chapter 20, Annotated Outline.

**5.1.12 NEPA Documentation** - 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.

**5.1.13 Hydroacoustic Monitoring** – (Future item)

## **Task 5.2 CEQA Compliance**

CONSULTANT shall prepare the CEQA Initial Study and Mitigated Negative Declaration (IS/MND) using the environmental checklist form provided by COUNTY. An administrative draft shall 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 shall incorporate public and agency comments (if any) and COUNTY-approved responses into a Final Draft IS/MND as an appendix. CEQA documents are to be completed to COUNTY satisfaction. 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 shall be delivered to COUNTY for local circulation.

## **Task 5.3 Project Permitting**

CONSULTANT shall prepare completed application packages for all required permits (and shall make corrections and revisions and resubmit as may be required), to the satisfaction and approval of the governing resource agency and COUNTY. These are:

**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**

COUNTY will submittal the permit applications and any fees to the regulatory agencies.

## **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** – Any work performed in the COUNTY right of way will

require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and the permit closed.

- 5.4.2 Activities Outside the Right of Way** – 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.

### **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**

This task is for the determination of the project's adequacy in conveying the design storms in accordance with Chapter 11 of the *Local Assistance Procedures Manual*, and *Memo to Designers 1-23*.

#### **Task 6.1 Data Gathering**

- 6.1.1 Record Data** – CONSULTANT shall 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 shall 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 Planning Hydrology and Hydraulics Report**

This report shall be prepared as a part of the environmental process.

Modeling shall 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.

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

The report will discuss the method and approach for the hydrologic analysis including strong justification for using data and results from other basins. Also covered will be the steps taken to stabilize any numeric instabilities encountered during the modeling effort.

The report shall be entitled: *Preliminary Hydraulic Report*.

#### **Task 6.3 Location Hydraulic Study**

A Location Hydraulic Study shall be performed, if required. It utilizes the *Location Hydraulic Study Form*, which is included as "Appendix A". The form is to 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**

A Summary Floodplain Encroachment Report shall be performed, if required. It utilizes the *Summary Floodplain Encroachment Report*, which is included as “Appendix B”. 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**

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 requirement 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**

Modeling shall include the 50- and 100-year recurrence events. Flow results will be used for the proposed bridge geometry for the three options being considered.

This report shall be an extension of the Preliminary Hydraulic Report of Task 6.2 and shall use the same numeric modeling program and carry the same requirements for calibration.

The target freeboard for the new bridge shall be one foot in the 100-year event.

The report shall be entitled: *Final Hydraulic Report*. When either the *Location Hydraulic Study* or *Summary Floodplain Encroachment Report* are required, they shall be added as sub-titles to the report and included as appendices.

#### **Task 6.7 FEMA Map Revision**

Construction of this project may have an impact on the floodplain. Any change may require a change to the Flood Insurance Rate Map via the method requested by the Federal Emergency Management Agency (FEMA). Be this required, a contract amendment will be issued.

##### **Deliverables**

- Draft submittals: one hard copy, and 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**

#### **Prior to Environmental Clearance**

##### **Task 7.1 – Preliminary Project Design**

Following sufficient survey, geotechnical analysis, hydraulic analysis and structural analysis, a decision will be made on three feasible options for project solution. This may include bridge sections, span arrangements, construction methods and aesthetic considerations. Each will be presented as 30% progress plans with an estimated construction cost.

The submittal should include right of way and utility research

**Deliverables**

- Printed copy of each solution on 11”x17”
- Copy of each solution as PDF

**Task 7.2 – Structure Type Selection**

Following additional analyses, a decision will be made on optimum project solution. This may include bridge section, span arrangements, construction methods and aesthetic considerations.

**Task 7.2.1 Draft Bridge Type Selection Report**

CONSULTANT will complete a draft *Draft Bridge Type Selection Report* to present design and construction considerations and bridge alternatives, with construction costs, to facilitate selection of a preferred project for design and construction. The draft Bridge Type Selection Report will include:

Location and Site Map	Roadway geometry and typical section
General description of the project	Approach roadways
Traffic Control and Detour Plan	Drainage
Right-of-Way (permanent and temporary fee and easement requirements)	Design Exceptions
Utilities	Geotechnical requirements
Hydraulics requirements and scour analysis	Aesthetics options
Construction access and staging	Environmental (including fisheries) requirements
Bridge railing options	Removal of existing bridge
Bridge and alignment alternatives, associated advantages and costs	Project recommendations
<p>Appendices including: Bridge General Plans, Layout &amp; Profile Grade Sheets, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report (by others), draft Hydraulic Report (by others), draft Location Hydraulic Study (by others), Detour Route, and summary of comments from the community and other stakeholders (if available).</p>	

The draft Report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding from Caltrans.

CONSULTANT will submit the *Draft Bridge Type Selection Report* to COUNTY for review and selection of the preferred alternative.

**Task 7.2.2 Type Selection Meeting**

CONSULTANT will conduct a meeting at COUNTY’s office to discuss the alternatives presented in the *Draft Bridge Type Selection Report* and to assist COUNTY in making a selection of a preferred alternative for final design.

**Task 7.2.3 Final Bridge Type Selection Report**

CONSULTANT will prepare a *Final Bridge Type Selection Report* (Final Report) that includes the incorporation and resolution of all COUNTY comments on the *Draft Bridge Type Selection Report*, as well as its inclusions. An updated draft general plan and layout plan and profile for the preferred alternative will be incorporated into the Final Report. The Final Report will serve as the basis of completion of the environmental documentation and final design for the project.

**Deliverables**

- 3 bound copies of the *Final Bridge Type Selection Report* for review and submittal
- 1 copy of the *Final Bridge Type Selection Report* accepted by Caltrans as bound print and as PDF
- List of un-usual design issues confronted in the design process, with solutions, and any design exceptions included in the plans
- 1 bound copy of the *Draft Bridge Type Selection Report* for review and submittal

## **Following Environmental Clearance**

### **Task 7.3 65% Plans, Specifications and Estimate Submittal**

CONSULTANT will complete the preparation of the Draft 65% PS&E (unchecked details). The 30% Bridge and Approach Roadway Design (Task 4) together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% PS&E. Preparation of the 65% PS&E will include completion of the following subtasks:

#### **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). A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Temporary Detour Plan, Signing & Striping Plan and Erosion Control Plan sheets, using COUNTY-supplied title blocks.

#### **Task 7.3.2 Bridge Design & Drafting**

CONSULTANT will update the General Plan for the selected bridge alternative from the approved Type Selection Report. The design calculations for the new structure will be completed in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids and Memos to Designers. A full set of detailed bridge plans will be prepared, including, as necessary: General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout (2 sheets), Abutment Details (2 sheets), Typical Section, Girder Layout & Reinforcement, Girder Details, Rock Slope Protection Details, Miscellaneous Details and Log of Test Borings sheets, using COUNTY supplied title blocks. The design will incorporate recommendations from COUNTY and CONSULTANT to address issues identified during the public outreach process for the project.

#### **Task 7.3.3 Quantities & Cost Estimate**

CONSULTANT will calculate construction quantities in accordance with standard Caltrans practice and specifications and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by COUNTY or included in the latest Caltrans Cost Data.

#### **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 2010 Standard Specifications and Standard Special Provisions.

#### **Task 7.3.5 Quality Control 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.

#### **Task 7.3.6 65% Plans, Specifications and Estimate Submittal**

CONSULTANT will submit the 65% plans, notice to contractors and special provisions, and construction cost estimate to the COUNTY for review and comment. At the time of submittal, CONSULTANT will work with the COUNTY to set the date for a review meeting with the COUNTY and other agencies as appropriate.

**Deliverable(s):**

- Two complete sets of 65% on 11x17 for each utility involved
- Two complete sets of full size (24x36) plans
- One set of special provisions
- Two copies of the Engineer's Estimate
- Plans, special provisions and cost estimate as PDF

**Task 7.4 90% PS&E Submittal**

Includes: 90% project plans; 100% construction schedule, cost estimate and specifications and final geotechnical report.

**Deliverables**

- Two complete sets of 90% plans (D-sized, 24"x36")
- 2 bound sets of special provisions
- 2 copies Engineer's Estimate
- Two sets of 100% design calculations for review and approval.

**Task 7.5 Final Plans, Specifications and Estimate Submittal**

The final project plans include horizontal control, construction, utilities, staging, signing and striping, structural plans and traffic management.

**Deliverables**

- One complete set of 100% plans (Mylar; D-sized, 24"x36") for approval
- Two complete sets of 100% plans (bond; D-sized, 24"x36") for approval
- One set of "4-scale" drawings (Bond)
- Two complete sets of 50% on 11x17 for each utility involved
- Two sets of approved design calculations
- Two sets of quantities calculations
- Approved design calculations as PDF
- Project Design Report as PDF
- One complete set of approved plans as PDF with one sheet per file
- One set of quantities calculations as PDF

**Task 7.6 Preliminary Right of Way**

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
- Prepare Right-of-Way Plats
- Assist Right-of-Way Certification
- Stake Right-of-Way Limits, Easement and Lines

- Identify and coordinate any right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of survey (following project construction)

### **SERVICES TO BE PROVIDED BY COUNTY**

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

COUNTY will complete property appraisals and provide property acquisition for right of way (pending application of Task 10).

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**

COUNTY may request the assistance of CONSULTANT for right-of-way appraisal and acquisition services for this project. Work covered by this service agreement will augment the right of way capabilities of COUNTY in-house staff.

CONSULTANT would provide real property appraisal, appraisal review, acquisition, relocation services, and possibly utility coordination assistance.

Right of way assistance will typically be related to rights-of-way in fee; utility, slope and drainage easements and temporary construction easements.

Appraisal components include land value, severance values, and costs to cure. Expertise in the appraisal of agricultural, residential, industrial and commercial properties will be required.

CONSULTANT is expected to fully comply with all federal and state laws with regards to acquisitions for the project, as well as those procedures and policies utilized by COUNTY. CONSULTANT shall provide COUNTY with all written documentation as is required for federally funded and state funded projects.

#### **Deliverables**

- One original of each deed recorded
- One copy of the file for each property
- One PDF of the file for each property

### **SERVICES TO BE PROVIDED BY COUNTY**

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

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

### **TASK 9 Construction Assistance**

COUNTY will require the assistance of CONSULTANT for construction assistance. A contract amendment shall be issued for this task, if needed.

This may include but is not limited to:

- Shop drawing review
- Answering RFIs
- Inspection of forms and bars prior to concrete placement
- Quality control survey
- Prepare As-built drawings

**Deliverables**

- 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]

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

The Agency has established a DBE goal for this Contract of 13%.

**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 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 meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant’s executed consultant contract. 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 Civil Rights [website](#).
  - 1. Click on the link titled “Access the DBE Query Form”
  - 2. Click on “Start DBE Firms Query” link
  - 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 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: County of Mendocino 2. Contract DBE Goal: 13%
3. Project Description: Reynolds Highway Road Bridge Replacement over Outlet Creek
4. Project Location: Reynolds Highway (CR 310) at Outlet Creek (M.P. 4.87)
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	%
17. Local Agency Contract Number: <u>200041</u> 18. Federal-Aid Project Number: <u>BRLO-5910(115)</u> 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's _____  23. Local Agency Representative's _____  25. Local Agency Representative's Title _____	22. Date _____  24. Phone _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 14. Preparer's _____ 16. Preparer's Title _____	13. Date _____ 15. Phone _____

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

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

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**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 Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 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. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ \_\_\_\_\_

b) Anticipated Salary Increases (see page 2 for calculation) \$ \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ \_\_\_\_\_

**INDIRECT COSTS**

d) Fringe Benefits (Rate: \_\_\_\_\_%) e) Total Fringe Benefits [(c) x (d)] \$ \_\_\_\_\_

f) Overhead (Rate: \_\_\_\_\_%) g) Overhead [(c) x (f)] \$ \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_%) i) Gen & Admin [(c) x (h)] \$ \_\_\_\_\_

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ \_\_\_\_\_

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee \_\_\_\_\_%** \$ \_\_\_\_\_

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ \_\_\_\_\_

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	_____	\$ _____
Subconsultant 2:	_____	\$ _____
Subconsultant 3:	_____	\$ _____
Subconsultant 4:	_____	\$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ \_\_\_\_\_

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ \_\_\_\_\_

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	<b>\$7,871.10</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

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

**Consultant's Full Legal Name:**

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

**Indirect Cost Rate:**

Combined Rate \_\_\_\_\_ % **OR**

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

**Fiscal period \*** \_\_\_\_\_

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

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

Our financial management system has the following attributes:

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

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

**Cost Reimbursements on Contracts:**

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

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

**ALL A&E Contract Information:**

- Total participation amount \$\_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is\_\_\_\_\_.
- Years of consultant’s experience with 48 CFR Part 31 is\_\_\_\_\_.
- Audit history of the consultant’s current and prior years (if applicable)
 

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

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

Name\*\*: \_\_\_\_\_ Title\*\*: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_  
 Email\*\*: \_\_\_\_\_ Phone Number\*\*: \_\_\_\_\_

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

**Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

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