



MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSAL  
FINAL PLANS, SPECIFICATION, AND ESTIMATE (PS&E) AND  
CONSTRUCTION DESIGN SUPPORT FOR THE  
MILL CREEK BRIDGE REPLACEMENT ON HILL ROAD  
COUNTY ROAD 327B AT MILE POST 2.05  
DOT AGREEMENT NO. 220019

**I. INTRODUCTION**

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

The construction contract has not yet been advertised. Construction is anticipated to begin around June 15, 2026, and should take one construction season (120 working days).

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

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

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

**II. DEFINITIONS**

**COUNTY** – The County of Mendocino.

**CONSULTANT** – 1. A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract. 2. A Consultant who signs a contract with the COUNTY to perform services.

**III. PROPOSAL SUBMISSION**

A. Consultants must submit 3 copies of their proposal. The proposal must be formatted in accordance with the instructions of this Request for Proposal. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the

requirements of this Request for Proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked “Mill Creek Bridge – Final PS&E and Construction Design Support” and delivered to:

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

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

**Submittal Deadline: August 17, 2022 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 Rygg Larsen at (707) 234-2824 or email: [LarsenR@MendocinoCounty.org](mailto:LarsenR@MendocinoCounty.org)

**V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

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

**VI. SCHEDULE OF ACTIVITIES**

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

<b>Scheduled Activity</b>	<b>Proposed Date</b>
Request for Proposal Submission Deadline	See Page 2
Request for Proposal Selection and Notification	August 19, 2022
Anticipated Board Authorization to Award	September 20, 2022

**VII. SELECTION PROCESS**

The County reserves the sole right to judge the contents of each Consultant's proposal. The selection process will be governed by the following criteria:

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

**VIII. EVALUATION CRITERIA**

The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee.

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

There are further parameters noted in Attachment A.

**IX. AWARD AND CONTRACT INFORMATION**

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

**X. SCOPE OF WORK**

Please see the included scope of work in Attachment D.

**XI. FORMAT OF TECHNICAL PROPOSAL**

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

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

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

**XII. RESERVED**

**XIII. RESERVED**

**XIV. CONTRACT**

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.
- B. Execution of Contract
  - 1. Upon the acceptance of a Consultant's Proposal, Consultant's Detailed Cost proposal, and successful negotiations, County will prepare and submit a contract to the successful Consultant for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
  - 2. Incorporated by reference into the contract which is to be entered into by County and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant's response thereto, and (b) all written communications between County and the successful Consultant whose Proposal is accepted.

C. No Assignment

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

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**XV. REJECTION OF PROPOSALS**

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

Any proposal submitted during this Request for Proposal process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this Request for Proposal or any other costs involved including travel. The selected Consultant will be required to obtain a County business license if not already held.

**XVI. GENERAL CONDITIONS**

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

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage should be mentioned in the response to the Request for Proposals.

Limitations:

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

satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

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

**XVII. INSURANCE REQUIREMENTS**

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

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

**XVIII. LIST OF ATTACHMENTS**

- Attachment A – Proposal Evaluation Form
- Attachment B – Certificate of Non-collusion
- Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility
- Attachment D – Scope of Work
- LAPM Exhibit 10-I – Notice to Proposers DBE Information
- LAPM Exhibit 10-O1 – Local Agency Proposer DBE Commitment
- LAPM Exhibit 10-H1 – Cost Proposal (DO NOT SUBMIT WITH PROPOSAL)

## ATTACHMENT A

County of Mendocino  
 Department of Transportation  
 Mill Creek Bridge Replacement on Hill Road  
 Final PS&E and Construction Design Support

### 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  
Mill Creek Bridge Replacement on Hill Road  
Final PS&E and Construction Design Support

Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT C**

County of Mendocino  
Department of Transportation  
Mill Creek Bridge Replacement on Hill Road  
Final PS&E and Construction Design Support

Proposal Summary Fact Sheet and  
Statement of Responsibility

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

Certifications:

- 10. Are you incorporated?      YES       NO   
    If YES, date of incorporation: \_\_\_\_\_  
    State of incorporation: \_\_\_\_\_
- 11. Tax Identification Number: \_\_\_\_\_  
    Please list the official name of the firm as submitted to the IRS:

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT D

County of Mendocino  
Department of Transportation  
Mill Creek Bridge Replacement on Hill Road  
Final PS&E and Construction Design Support

### 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 B1004, the “Mill Creek Bridge Replacement on Hill Road Final PS&E and Construction Design Support” 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 obtaining all required project permits for project construction and complete plans, specifications, and detailed cost estimate.

Allocation 2 of this *Scope of Work* shall include construction assistance.

The use of the term “allocation” above is for separation of funding allocations only. The whole of Construction Design Support 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**

Project Management and Coordination will include the following subtasks:

##### **Task 1.1 Coordination**

- 1.1.1 **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.
- 1.1.2 **Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Mill Creek at Hill Road Bridge Replacement.
- 1.1.3 **Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: Replacement of existing steel truss bridge with a modern concrete and steel bridge.
- 1.1.4 **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. 10C0111.
- 1.1.5 **Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.

1.1.6 **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.

1.1.7 **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.

1.1.8 **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.

1.1.9 **Invoices** – CONSULTANT agrees to adhere to the following Invoicing Procedure:

- CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT’S work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
- Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under “Invoicing (or Progress Payments)”.
- Invoices shall be similar in format to COUNTY’S Sample Invoice, which will be included in the Payment Terms (Exhibit B) of the final contract.
- CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
- CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
- The complete chain of charges through subCONSULTANT 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. Items on a receipt not listed for reimbursement must be crossed out and initialed by 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 COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

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

1.1.11 **Communication** – CONSULTANT will use the project number, B1004, in e-mails, letters, transmittals etc.

1.1.12 **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
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

Task 1.2 **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 1.3 **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 1 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**

- 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.

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

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

## **TASK 2 ENVIRONMENTAL PROJECT MANAGEMENT AND CO-ORDINATION**

### **Task 2.1 Project Permitting**

The CONSULTANT will provide coordination with permitting agencies and prepare all necessary permit application packages on behalf of the County. The following permits will be required from the following resource agencies:

- U.S. Army Corps of Engineers, Jurisdictional Determination/Section 404 permit
- U.S. Fish and Wildlife Service/National Marine Fisheries Service, Section 7 (sensitive species) consultation
- State Historic Preservation Officer, Section 106 consultation (TBD)
- North Coast (Region 1) Regional Water Quality Control Board, Section 401 Water Quality Certification
- California Department of Fish and Game, Section 1602 Lake and Streambed Alteration Agreement

The County will sign and submit permit applications and provide fees associated with the permits. After the permit applications are submitted, the CONSULTANT will respond to agency questions, comments, and additional information requests. This follow-up effort is anticipated to require one site visit with each agency and 8 to 16 hours of additional coordination, as appropriate per agency.

In addition, the State Water Resources Control Board will require that the project file a Notice of Intent (NOI) for coverage under the NPDES General Permit for Storm Water Discharge Associated with Construction Activities. This NPDES general permit requires all dischargers in cases where construction activity disturbs 1.0 acre or more to develop and implement a Storm Water Pollution Prevention Plan specifying Best Management Practices. We will file the NOI on behalf of the County, with the County being responsible for any filing fees.

### **Deliverables:**

- Section 404 Permit application packet
- Section 7 Consultation Request, if needed
- Section 106 Consultation Request, if needed
- Section 401 Permit application packet

- Section 1602 Permit application packet
- Construction Stormwater NOI application packet
- Storm Water Pollution Prevention Plan

Task 2.2 **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 may be issued.

2.2.1 **Activities in the Right of Way** – Any work performed in the COUNTY right of way must comply with the requirements of COUNTY’s Encroachment Permit. These requirements will be made available upon request by CONSULTANT.

2.2.2 **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 prepare any needed Permission to Enter documents for access to private property.

**TASK 3 GEOTECHNICAL ENGINEERING**

Task 3.1 **Final Foundation Report**

Following receipt of all Draft Foundation Report review comments, Consultant will prepare and submit a Final Foundation Report incorporating the comments as necessary.

**Deliverables:**

- Draft Foundation Report
- Final Foundation Report
- Log of borings plan sheet

**TASK 4 RIGHT-OF-WAY**

The CONSULTANT will prepare the right-of-way information necessary for design and construction of the project bridge.

Task 4.1 **Right of Way Survey**

There are potentially three monuments of record near the bridge site which could be affected by the project. Two of these are to the east of the end of the bridge near the intersection of the multifamily private road leading away from Hill Road to the south east, shown on the Parcel Map recorded in Map Case 2, Drawer 18, Page 85 (Sheet 2 of 18) Mendocino County Records. One monument is shown on a Record of Survey



recorded in Map Case 2, Drawer 29, Page 68, Mendocino County Records. In addition, there is an unrecorded map prepared by the Mendocino County Road Department showing a 60 foot wide easement in the area of the bridge. It is not known if there are monuments to reference this map.

If it appears that the monuments will be in the construction area, CONSULTANT will reference the monuments to control points for the project. After construction is complete, CONSULTANT will reset the monuments, filing Corner Records with the County Surveyor.

**Deliverables:**

- Reference any existing monuments (of record or not of record) found within the Project Limits to the Project Control Map and document their location on the Control Map.
- Prepare three legal descriptions for proposed permanent right-of-way takes and TCE's (if required)
- Prepare RM/ plats per County standards for three property owners that shows both permanent takes and temporary construction easements.
- Reset up to three property monuments of record which may be destroyed during construction and file Corner Records with the County Surveyor.

**TASK 5 CIVIL ENGINEERING**

**Task 5.1 Preliminary (PHR) and Final Hydraulics Report (FHR)**

The CONSULTANT will prepare a PHR for the project to summarize the recommendations and results from the hydraulic and scour analyses based on the bridge design data provided by the team. We assume that estimated design flows for the 50-year discharge (2% annual chance exceedance) and 100-year discharge (1% annual chance exceedance) can be taken from the past FEMA Flood Insurance Study (FIS) negating the need for typical hydrologic analysis required by FHWA and Caltrans. Once the final bridge design is selected, the FHR will be prepared and submitted.

**Deliverables:**

- Preliminary Hydraulic Report (PHR)
- Final Hydraulic Report (FHR)

**Task 5.2 Bridge Design**

The CONSULTANT will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering Phase. This submittal will represent a complete, unchecked set of bridge construction documents to be submitted to the County. The bridge design will be performed in general accordance with the following:

- Caltrans LRFD Bridge Design Specifications
- Caltrans Seismic Design Criteria, Version 1.4
- Caltrans Standard Plans & Standard Specifications
- Standard Special Provisions

- LAPM
- Caltrans Bridge Design & Detailing Manuals
- Caltrans Design Practice Manual

Task 5.3 **Approach Roadway Design**

The CONSULTANT will prepare the approach roadway design in general accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

Task 5.4 **Engineer's Estimates of Probable Construction Cost**

The CONSULTANT will provide cost estimates at the draft PS&E design submittal. We will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as County cost data.

Task 5.5 **Contract Specifications/ Special Provisions**

The CONSULTANT will prepare the contract Special Provisions for the project based in general on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Task 5.6 **Final Plans, Specifications, and Estimate (PS&E) Submittal**

5.6.1 **Bridge Independent Check** - The Draft PS&E will be sufficiently complete such that an independent bridge design check can be completed by a CONSULTANT bridge engineer who has not previously been involved with the project. The independent engineer will analyze the bridge and retaining walls (if required), verify member capacities and review the special provisions for the bridge. The independent engineer will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check.

Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

5.6.2 **100% PS&E** - The CONSULTANT will prepare and submit the 100% plans, specifications, and estimate to the County. The CONSULTANT will incorporate any comments from the Independent Check or other reviews into the plans for the 100% Submittal.

**Deliverables:**

- One complete set of 100% plans (Mylar; D-sized, 24"x36" or 22"x34") for approval
- Two complete sets of 100% plans (bond; D-sized, 24"x36") for approval
- One set of "4-scale" drawings (Bond)
- One set of approved design calculations
- One set of quantities calculations
- Approved design calculations as PDF
- Project Design Report as PDF

- One complete set of approved plans as PDF
- One set of quantities calculations as PDF

5.6.3 **Respond to Comments** - The CONSULTANT will incorporate comments into the Final (Bid Ready) Submittal and will provide a written response to comments provided by County review staff.

**Deliverables:**

- 100% PS&E
- 100% QAQC

Task 5.7 **Bid Ready PS&E**

The CONSULTANT will update the PS&E based on the agreement and resolution of these comments for final submittal to the County. This submittal will represent the final contract documents that will be issued for bid and construction.

**Deliverables:**

- Final (Bid Ready) PS&E

**TASK 6 CONSTRUCTION DESIGN SUPPORT**

CONSULTANT shall provide the following services during construction and are based on the following assumptions:

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

Task 6.1 **Project Management**

CONSULTANT will provide Construction Support tasks which includes coordination with the COUNTY, team management, product development tracking, team and stakeholder communication, and project progress and budget reporting. CONSULTANT will develop, track, and lead the following project management tasks:

- Critical Path Schedule;
- Meeting Agendas, Minutes, and Action Item Summaries;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries; and
- HBP paperwork assistance/facilitation as required.

Task 6.2 **Bid Period Consultation**

CONSULTANT will provide bidding support services. CONSULTANT staff members will be available during the bid period to assist COUNTY with interpretation of the plans and specifications, assist COUNTY with responding to contractor Bidder Inquiries, assist COUNTY with preparing addenda if needed, and provide general consultation.

CONSULTANT will also assemble the following items that will comprise the Resident Engineering Pending File:

- Resident Engineer Notes
- Design Cross Sections

- Joint Movement Calculations
- Foundation Report
- Hydraulic Report
- Project Report
- 4-scale Deck Contours
- Engineer's Estimate
- Structure Quantity Calculations
- Roadway Quantity Calculations
- As-Built Plans

Task 6.3      **Assist with the Preparation of Contract Change Orders (CCO's)**

CONSULTANT will support COUNTY and the Construction Management team with analyzing construction issues that may result in a Contract Change Order. As required, CONSULTANT will support the CM team in preparing and negotiating Contract Change Orders for authorization by COUNTY as agreed to by the Contractor.

Task 6.4      **Review and Respond to Requests for Information (RFI's)**

CONSULTANT will evaluate and respond to construction related Requests for Information posed by the Contractor. CONSULTANT will evaluate and respond to foundation construction related Requests for Information posed by the Contractor.

Task 6.5      **Attend Preconstruction Meeting**

CONSULTANT will attend the pre-construction meeting with COUNTY and Contractor staff. The goal of this meeting would be to present the project, answer specific questions or concerns, and establish a cooperative attitude between CONSULTANT, CM staff, COUNTY, and the Contractor.

Task 6.6      **Site Visits**

CONSULTANT will provide a field inspector for Special Inspections of the Contractor's construction work as requested by COUNTY; it is anticipated that up to five (5) inspections will be needed. These inspections may include but are not limited to the following:

- Inspection of rebar for abutments, and forms prior to large concrete pours;
- Large concrete pours for abutments;
- Gamma-gamma logging of dilled holes for CIDH piles.

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

CONSULTANT will document special situations by photograph or video.

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

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

CONSULTANT will attend up to three (3) site visits as requested by COUNTY for general review of Contractor's work or for discussions to be held with COUNTY and/or Contractor onsite. These meetings would be in addition to the requested field inspection site visits. CONSULTANTS' geotechnical subconsultant will have a representative on-site to observe in the event of pile driving activities. Personnel will observe the foundation construction activities to provide professional opinion on the conformance of the construction activities to the recommendations and anticipated subsurface conditions as summarized in the Foundation Report. These services may include but are not limited to:

- Observe installation of piles at abutments;
- Review construction plan set and contractor submittals related to the foundation construction;
- Provide supplemental recommendations if/as required during foundation construction;
- Inspection of bridge prior to placement.

Task 6.7 **Review Falsework Plans, Shop Drawings, and other Submittals**

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

- Temporary Shoring Plans (if required);
- Pile Placement Plan;
- Concrete Mix Design(s).

**Deliverables:**

- Review of shop drawings and submittals as required

Task 6.8 **Falsework Grades**

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

**Deliverables:**

- Falsework Grades / Camber Strips

Task 6.9

**Prepare As-Built Drawings**

CONSULTANT will take the Resident Engineer's red-line plans and change orders and prepare As-Builts in digital and hard copy format for the project to be submitted to COUNTY.

**Deliverables:**

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

**SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will provide the following services:

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

**Standards and Requirements**

Consultant's services shall comply with the applicable AASHTO and Caltrans standards and guidelines. All documents submitted to the County shall show the name of the preparer and dated. All draft engineering documents shall show the name and license number of the engineer/surveyor in charge of the work. Consultant shall submit hardcopies to County in the number that may be requested by County (typically 3 or less). In addition to hardcopies, consultant shall submit deliverables in electronic formats as may be requested by County:

- PDF files are typically required of all submittals (including plans). Pdf files shall be of a high quality and true to the original document. Printing directly to pdf file format will be done whenever possible, in lieu of scanning a hardcopy. Plan details shall include a graphical scale (so that the graphical scale will be correct regardless of the size the pdf is plotted).
- When requested, consultant shall submit the complete electronic source files in a readily usable format (no password protection or locked files) with all supporting files, input and output, as may be applicable.
- The final project plans will be on 11x17 paper.

*Note: All deliverables are prepared specifically for MCDOT for this project and not for other use; Consultant will not be responsible for any unauthorized use, or re-use.*

[END OF SCOPE OF WORK]

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

The Agency has established a DBE goal for this Contract of 0 %

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the 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: LOCAL AGENCY CONSULTANT DBE COMMITMENT**  
 (Inclusive of all DBEs at time of proposal)

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

<b>Consultant to Complete this Section</b>					
1. Local Agency Name: <u>County of Mendocino.</u>		2. Contract DBE Goal %: <u>0.0</u>			
3. Project Description: <u>Mill Creek Bridge Replacement on Hill Road – Final PS&amp;E and Construction Design Support</u>					
4. Project Location: <u>Hill Road (CR 311) over Mill Creek (M.P. 5.52)</u>					
5. Consultant Name: _____					
6. Prime Certified DBE: <input type="checkbox"/>					
<b>DBE Commitment Information</b>					
7. Description of Services to be Provided	8. DBE Certification Number	9. DBE Contact Information	10. DBE %		
<b>Local Agency to Complete this Section</b>		11. Total % Claimed DBE Participation	_____ %		
17. Local Agency Contract Number: <u>220019</u>					
18. Federal-aid Project Number: <u>BRLO-5910(084)</u>					
19. Proposed Contract Execution Date: _____					
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:					
20. Local Agency Representative Signature _____	12. Preparer's Signature _____				
21. Local Agency Representative Name (Print) _____	22. Date _____			13. Preparer's Name (Print) _____	
23. Local Agency Representative Title _____	24. (Area Code) Tel. _____			14. Preparer's Title _____	
		15. Date _____	16. (Area Code) Tel. No. _____		

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

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

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

**LOCAL AGENCY SECTION**

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

**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. BRLO-5910(084)    Contract No. 220019    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 <u>Subtotal</u> 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: