



MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL
CONTRACT 220005

EUREKA HILL ROAD (CR 505) BRIDGE SEISMIC RETROFITS AT GARCIA RIVER (M.P. 4.92)
CONSTRUCTION MANAGEMENT
DOT PROJECT A0103; FEDERAL-AID PROJECT BRLRT-5910(041)

I. INTRODUCTION

Mendocino County Department of Transportation requires the services of Professional Construction Engineering firms to provide construction engineering and project management services. This construction engineering is for a federally funded Highway Bridge Program project. The project is seismic retrofits on existing bridge supports and roadwork with 200' of each abutment to address the impacts of the seismic retrofit work.

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

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

The County has established a Disadvantaged Business Enterprise goal for this Agreement of 2%. 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 - A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

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

III. PROPOSAL SUBMISSION

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

of this Request for Proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked “Eureka Hill Road Bridge Seismic Retrofit at Garcia River” 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: July 25, 2023 by 2:00 P.M.

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

IV. PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to:
Rygg Larsen at (707) 234-2824 or email: LarsenR@MendocinoCounty.org and/or
Alicia Winokur at (707) 234-2804 or email: MeierA@MendocinoCounty.org

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

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

VI. SCHEDULE OF ACTIVITIES

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

Scheduled Activity	Proposed Date
Final Date Written Questions Accepted	July 18, 2023
Request for Proposal Submission Deadline	July 25, 2023
Final Selection and Notification	July 28, 2023
Begin Cost Negotiations Date	July 31, 2023
Contract Execution	August 29, 2023
Begin Work	August 30, 2023

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 race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age (40 and older), citizenship status, genetic information, marital status, sexual orientation, gender identity, AIDS/HIV-positive status, medical conditions, political affiliations or activities, status as a victim of domestic violence or stalking.

- 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 race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age (40 and older), citizenship status, genetic information, marital status, sexual orientation, gender identity, AIDS/HIV-positive status, medical conditions, political affiliations or activities, status as a victim of domestic violence or stalking.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment D. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals. If no exceptions are noted, the County will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- F. Open Procurement
 - 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's Proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
 - 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
 - 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
 - 4. Mendocino County reserves the right to negotiate a contract with more than one Consultant at the same time.

X. SCOPE OF WORK

Please see the included scope of work in Attachment D.

XI. FORMAT OF TECHNICAL PROPOSAL

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

- A. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this Request for Proposal. Be specific and address all elements including timing of implementation.
- B. A description of previous relevant projects, with a reference and contact information for each.

- C. Limit proposal to 20 sheets of letter-sized paper (single or double sided). The intent is that the bound proposals will be limited to 20 sheets maximum of information to be reviewed by each selection committee member. Sheets that do not convey information, such as covers and dividers are not included in the count.
- D. A description of the experience and qualifications of key persons, including those who may perform services under this contract. Staff resumes that cover all experience and educational background may be used. All personal information provided will be maintained in confidence as allowed by law.
- E. Timeline (Gantt chart) indicating implementation schedule and training schedule (if applicable).
- F. Upon specific request of the County, Consultant shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
Please note that this is a Request for Proposal. A detailed cost proposal is not being requested. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s). All cost proposals must conform to Caltrans Exhibit 10-H.

XII. RESERVED

XIII. RESERVED

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.
- B. Execution of Contract
 - 1. Upon the acceptance of a Consultant's Proposal, Consultant's Detailed Cost proposal, and successful negotiations, County will prepare and submit a contract to the successful Consultant for signature. (See Sample Contract which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
 - 2. Incorporated by reference into the contract which is to be entered into by County and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant's response thereto, and (b) all written communications between County and the successful Consultant whose Proposal is accepted.
- C. No Assignment
Assignment by the successful Consultant to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.
- D. Force Majeure
Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this

section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Payment

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

XV. REJECTION OF PROPOSALS

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

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

XVI. GENERAL CONDITIONS

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

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

Limitations:

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

XVII. INSURANCE REQUIREMENTS

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

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

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D – Scope of Work

LAPM Exhibit 10-I – Notice to Proposers DBE Information

LAPM Exhibit 10-O1 – Local Agency Proposer DBE Commitment

LAPM Exhibit 10-O2 – Local Agency Contract DBE Commitment

LAPM Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System (DO NOT SUBMIT WITH PROPOSAL)

LAPM Exhibit 10-H1 – Cost Estimate (DO NOT SUBMIT WITH PROPOSAL)

ATTACHMENT A

County of Mendocino Department of Transportation Eureka Hill Road Bridge Seismic Retrofit at Garcia River

Proposal Evaluation Form

Consultant Name: _____

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

Evaluation Total (Maximum 100)	
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Evaluated By: _____

Project Manager: _____

Signature: _____

Initial: _____

Date: _____

Date: _____

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

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

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

ATTACHMENT B

County of Mendocino
Department of Transportation
Eureka Hill Road Bridge Seismic Retrofit at Garcia River

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
Eureka Hill Road Bridge Seismic Retrofit at Garcia River

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
Garcia River Bridge Seismic Retrofit on Eureka Hill Road – Construction Management

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 A0103, the “Construction Management of the Bridge Seismic Retrofit Project on Eureka Hill Road over Garcia River, CR 505, M.P. 4.92” project. 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.

In general, this scope of work consists of CONSULTANT providing COUNTY, as requested, with construction management services, contract administration and observation, and materials testing for the Eureka Hill Road Bridge Seismic Retrofit Project. In general, this project consists of seismic retrofitting of the existing bridge.

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

- Construction is anticipated to start in mid-July 2023 and end in October 2023. CONTRACTOR will be given 65 working days (one season) to complete the project. COUNTY has assumed that there will be minimal non-working days caused by weather or other elements during the contract.
- CONSULTANT is anticipated to be needed on a part-time basis, serving as onsite inspector several days a week in coordination with COUNTY’s Resident Engineer.
- It is assumed that CONTRACTOR will be working normal shifts throughout the project (little overtime is anticipated). COUNTY anticipates that CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- Major construction operations are anticipated to include:
 - Stage construction
 - Installation of stream diversion
 - Installation of cofferdams
 - Abutment retrofit
 - Erection of steel column casings with fill
 - Field welding and painting of steel column casings

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

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

In addition, CONSULTANT will:

- Establish and maintain project controls including:
 - On-site organization;
 - Internal and external lines of communication and authority.

- Establish procedures for coordinating with COUNTY and COUNTY’s In-charge Inspector, labor compliance, schedule review, and environmental monitors (if required).
- Enforce Federal and State laws for occupational safety and health standards for all construction observation activities. Develop a “Code of Safe Practices” and prepare a “Project Safety Program Statement” for the observation staff. Attend CONTRACTOR tailgate safety meetings at least every ten working days. Perform formal construction site safety reviews at least every five working days. Report accidents to appropriate authorities as soon as possible. Note that the CONTRACTOR is responsible for the project’s safety at all times throughout the contract.
- With any needed assistance of COUNTY, interpret plans and specifications. Provide interpretation to CONTRACTOR in writing. If further design work or modifications to the contract documents are required, coordinate with COUNTY to obtain the modifications and provide an appropriate contract change order for authorization by COUNTY.
- Attempt to resolve field issues before they become claims.
- Establish communication with regulatory agencies affected by the project.
- Coordinate with permitting agencies for CONTRACTOR permit compliance.

TASK 1 Project Management and Coordination

Project Management and Coordination will include the following subtasks:

Task 1.1 Coordination

- 1.1.1 Point of Contact** – The below listed individuals will be the points of contact for maintaining liaison and coordination throughout the project with COUNTY’s Project Manager and other team leaders.
- County staff, Rygg Larsen, as COUNTY’s In-charge Inspector/Resident Engineer will be responsible for any and all decisions regarding changes or materials' suitability.
 - Consultant staff, *Name*, will be the primary point of contact and is responsible for day-to-day administration and observation of COUNTY’s contractor during construction.
- 1.1.2 Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Bridge Seismic Retrofit Project on Eureka Hill Road over Garcia River, CR 505, M.P. 4.92.
- 1.1.3 Project Coordination with County** – CONSULTANT will coordinate with COUNTY through phone conversations, emails, written memoranda, fax, etc.
- 1.1.4 Project Work Plan** – CONSULTANT will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and CONSULTANT’s Quality Control Plan.

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

- (1) Project organization;
- (2) Meetings;
- (3) Communications management;
- (4) Preparation of management reports;
- (5) Design modifications;
- (6) Change orders;
- (7) Schedule management;
- (8) Claims management;

- (9) Inspection and inspection reporting;
- (10) Defective work correction;
- (11) Record drawings;
- (12) Complaint and community relations procedures;
- (13) Safety;
- (14) Photo and video documentation;
- (15) Certified payroll review, DBE compliance, and labor compliance;
- (16) Preparation of documents as needed for Federal, State, and local funds;
- (17) Special inspections;
- (18) Other Tasks, as needed.

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

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

1.1.5.2 Budget Management - CONSULTANT will maintain and manage CONSULTANT team’s schedule and budget and subCONSULTANT contracts.

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

Deliverables will include:

- cash flow reports
- budget reports
- cost estimate reviews

1.1.6 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.

TASK 2 RESERVED

TASK 3 RESERVED

TASK 4 Labor Compliance

CONSULTANT will ensure CONTRACTOR is in compliance with all applicable labor laws. Duties will include:

- Monitoring and auditing certified payrolls of CONTRACTOR's and subCONTRACTOR's personnel for prevailing wages;
- Perform field labor compliance and Equal Employment Opportunity (EEO) interviews using LAPM 16-N: Employee Interview: Labor Compliance EEO, or the Spanish version of this form, LAPM 16-N ESP: ENTREVISTA DE EMPLEADO: CUMPLIMIENTO LABORAL / EEO. Interview a minimum of two employees per contract, per month, including at least one interview from the prime contractor and each subcontractor until such time as the contract is accepted or all employees on the project have been interviewed. The number of interviews taken must constitute a representative sample of workers employed on the project, including a variety of crafts and trades.

TASK 5 Environmental Compliance

Task 5.1 Permit/Environmental Compliance

CONSULTANT will:

- Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies per Appendix A of the Special Provisions, Book 1 of 2, Volume 2.
- Ensure CONTRACTOR abides by Environmental Commitments Record (ECR).

Task 5.2 Water Pollution Control Plan (WPC)

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

TASK 6 Construction Engineering

Task 6.1 Construction Field Inspection and Management

All Construction Engineering Services to be provided as outlined in this Scope of Services. CONSULTANT is responsible for the contract administration and construction engineering of all assigned projects.

Task 6.2 Management Quality Plan

CONSULTANT will prepare and implement a plan for Quality Assurance and Quality Control for

the Project which will include Quality Control procedures to be used on all deliverables.

Deliverables

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

Task 6.3 Periodic Reports – As part of this sub task, CONSULTANT will provide the following:

6.3.1 Daily paperwork

CONSULTANT shall prepare all daily paperwork required under Caltrans requirements for the days on-site and shall submit to COUNTY by second working day of the following week. All project files will be maintained per procedures established by COUNTY and Caltrans Local Assistance Procedures Manual & Construction Manual. As part of this sub task, CONSULTANT will:

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

Deliverables will include:

- paper files
 - electronic files
 - correspondence logs
 - Inspection Daily Diaries
 - Resident Engineer Diaries
- (4) Develop a project records filing system based on the Caltrans Construction Manual. Project records will include CONTRACTOR budget control measures (including itemized accounting of each contract item) and a CONTRACTOR payment schedule. Budget control measures will maximize usage of the contract funds throughout the life of the contract. Project files will be kept up-to-date by the Resident Engineer and will be monitored by the Construction Manager. They will contain records for materials testing, survey verification, schedule reviews, and permit monitoring.
 - (5) In the event that it appears that the CONTRACTOR may submit a claim for extra work, maintain records so that COUNTY can successfully refute the claim.
 - (6) Monitor and audit certified payrolls of CONTRACTOR and CONTRACTOR's subCONTRACTOR's personnel to verify CONTRACTOR compliance with all State and Federal laws.
 - (7) Review potential contract change orders (CCO) for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Prepare CCO's covering extra work (authorized by COUNTY). Negotiate CCO's for extra work keeping COUNTY fully informed of status (approval of the change orders will be by COUNTY). Maintain daily extra work bills, quantity measurements, or such other information as necessary to document the payment to the CONTRACTOR for the extra work. Maintain change order summary reports.
 - (8) Other tasks as requested by COUNTY.

Task 6.4 Project Team Weekly Meetings

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

Task 6.5 Issue/Action Item/Decision Log

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

Task 6.6 Site Safety

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

Deliverables placed in the Project Records

- All reports as discussed in Task 6.3 delivered to the In-charge Inspector
- Draft and Final Project Work Plan
- CONTRACTOR-developed Project schedule with updates as provided for in COUNTY's Contract Documents
- Project LAPM/LAPG Exhibits, as needed
- Communication documents (emails, memos etc.)

TASK 7 Materials Validation

Task 7.1 Materials Testing

CONSULTANT will perform all materials testing (other than geotechnical testing) in accordance with the Construction Contract documents, Caltrans' standards, and COUNTY's Quality Assurance Program. Typical tests include may include, but are not limited to:

- Compaction Testing
- Gradation and Sand Equivalent
- Concrete Compressive Strength
- Concrete temperature, slump, air content, etc during concrete placement
- Other tests as needed

CONSULTANT will coordinate timely testing and determination of correct testing methods and procedures for bridge and roadway work. CONSULTANT, with COUNTY approval, will accept or reject materials based on test results.

TASK 8 Project Construction Closeout

CONSULTANT will coordinate with COUNTY Resident Engineer for project closeout documentation, which may include any of the following:

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

shop drawings, submittals, and manufacturers literature. An electronic copy of the project computer files will also be provided.

- Assist COUNTY with post-completion dispute resolution.

Task 8.1 – Project Punch List

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

Deliverables

- Three copies of each punch list

SERVICES TO BE PROVIDED BY COUNTY

- COUNTY will provide a responsible In-charge Inspector.
- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY Resident Engineer will be onsite part-time each week as In-charge Inspector to assess accuracy of construction and associated reports.
- COUNTY In-charge Inspector will inspect forms and bars prior to any placement of concrete.
- COUNTY will review all reports and changes for approval: either as the approving agency or prior to submittal to an approving agency.
- COUNTY will process all progress payments to CONTRACTOR.
- COUNTY will process CCO's initiated by CONTRACTOR and reviewed by CONSULTANT.
- COUNTY will issue the Notice of Completion once: the work has been completed and certification of project completion is submitted by CONSULTANT and accepted by COUNTY.

In summary, CONSULTANT services associated with this scope of work include those services necessary to provide part-time construction management and engineering services. In determining the scope of duties to be performed by CONSULTANT, it is the intent that the CONSULTANT act on behalf of the COUNTY in all matters customarily handled by COUNTY Resident Engineers. COUNTY In-charge Inspector, in general, will provide for general observation of CONTRACTOR and assist CONSULTANT. Where specific functions, by law, are required to be performed by COUNTY or where specific functions are listed in the Scope of Work to be performed by COUNTY, COUNTY staff will perform the actual work function.

[END OF SCOPE OF WORK]

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____

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 Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

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

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

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

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

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project 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-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 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)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

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

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

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

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

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

EXHIBIT 10-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 2nd Tier Subconsultant

Consultant _____

Project No. BRLTRT-5910(041) Contract No. 220005 Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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	5 Year Contract Duration
\$250,000.00	500		\$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	100%	*	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			=	\$7,871.10	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: