



ALPINE COUNTY
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE
DIXON MINE ROAD BRIDGE OVER WOLF CREEK
BRIDGE REPLACEMENT PROJECT

Proposals Due to Alpine County Community Development Department
prior to 4:00 PM March 13, 2019

Reply to:

Brian Peters
Community Development Director
Alpine County
50 Diamond Valley Road
Markleeville, CA 96120
530-694-1361
bpeters@alpinecountyca.gov

Date Released: February 20, 2019

TABLE OF CONTENTS

Request for Proposals

Construction Management Services for the Dixon Mine Road Bridge Replacement Project

Introduction.....1

Project Description.....2

Scope of Work2

Schedule.....7

Compensation.....7

Appendix A – Proposal Requirements8

Appendix B – Proposal Evaluation (Exhibit 10-B).....13

Appendix C – Project Schedule (Dependent on Contractor’s schedule).....15

Attachment 1 – Vicinity & Location Maps/Existing & Proposed Conditions Map/Photos

Attachment 2 – Sample Contract Agreement

Attachment 3 – DBE Information Exhibits 10-I, 10-O1, 10-O2 and 15-H

Attachment 4 – Cost Proposal Exhibits 10-H2, 10-H3 and 10-K

INTRODUCTION

The Alpine County Community Development Department (County) is soliciting proposals from qualified firms for **Construction Management (CM) services**. The purpose of this request for proposals (RFP) is to select a consulting firm to assist the County with construction management, Resident Engineer (RE), inspection services and project closeout for the **Dixon Mine Road Bridge over Wolf Creek** bridge replacement project.

The Dixon Mine Road Bridge is located approximately 8 miles southeast of Markleeville in Alpine County, California, and 2.7 miles southeast of State Route 4 off of Wolf Creek Road. The Dixon Mine Road Bridge Replacement project is *anticipated to go out to bid for construction during February of 2019 with construction to take place during the summer of 2019*, probably between June 15th and October 15th.

This bridge project is funded with federal Highway Bridge Program (HBP) funds administered by the California Department of Transportation (Caltrans), Federal Project Number **BRLO-5931(027)**. The Dixon Mine Road Bridge is an off-system bridge and is 100% funded with HBP funds. Alpine County only has the HBP funding for this project. The County does not have another funding source to pay for bridge construction or construction management costs and the County must secure 100% HBP funding to pay for construction and CM services.

There is a Disadvantage Business Enterprise (**DBE**) **goal of 19%**. The proposer is required to show a good faith effort to reach the DBE goal per the Caltrans Local Assistance Procedures Manual. See Attachment 3 DBE Information for Exhibit 10-I Notice to Proposers DBE Information, Exhibit 10-O1 Consultant Proposal DBE Commitment, Exhibit 10-O2 Consultant Contract DBE Commitment and Exhibit 15-H Proposer/Contractor Good Faith Efforts.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, Proposal Evaluation of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants that Alpine County has specifically e-mailed a copy of the RFP to and will be posted on the Alpine County website at: <http://www.alpinecountyca.gov/bids.aspx>

It shall be the Consultant's responsibility to check Alpine County's website to obtain any addenda that may be issued.

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be received by Alpine County prior to **4:00 P.M., March 13, 2019** and sent to Brian Peters, Community Development Director to the address shown below,. Proposals shall be submitted in a sealed package clearly marked **CM Service for Dixon Mine Road Bridge Replacement** and addressed as follows:

Brian Peters
Community Development Director
Alpine County
50 Diamond Valley Road
Markleeville, CA 96120

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., March 13, 2019.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit Alpine County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. Alpine County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of Alpine County to do so. Furthermore, a contract award may not be made based solely on price.

PROJECT DESCRIPTION

Dixon Mine Road Bridge

Alpine County proposes to replace an existing single-span timber bridge that is 16 feet wide and 33 feet long with a new single span cast-in-place concrete slab structure that will be 25 feet wide and 68 feet long and founded on driven steel piles. The abutments will be installed near the top of each bank of Wolf Creek, above the main creek channel. The piles will be driven about 30 feet below the existing ground surface, which represents the maximum depth of ground disturbance during construction. Bridge construction will require an estimated 400 cubic yards of imported material and excavation of an estimated 190 cubic yards of material. Temporary falsework will be installed across the creek at the location of the new bridge to help support the structure as it is being constructed. The falsework will be removed once the bridge is complete. The existing bridge will be demolished, removed from the project area as construction progresses and properly disposed of.

Rock slope protection (RSP) would be placed on the creek bed at locations of the new bridge abutments to stabilize Wolf Creek under the new bridge. An estimated 560 cubic yards of 2-ton RSP and 190 cubic yards of RSP backing are expected to be needed around the abutments.

During construction, Dixon Mine Road would be "Closed" to public highway vehicles except those operated by landowners requiring access to their property west of the bridge. A 6-foot wide temporary path is to be installed across the creek to provide limited public and construction access to the northeast side of the creek. The path would require an estimated 160 cubic yards of imported material and excavation of an estimated 15 cubic yards of material from the embankment. Because Wolf Creek is a perennial stream, flows would need to be diverted around the in-stream work areas. The temporary path across the creek would serve as a diversion structure.

SCOPE OF WORK

Services are anticipated to generally include, but are not limited to pre-construction services, construction management, construction submittal and shop drawing reviews, evaluating and

responding to Request for Information (RFI), inspections (including specialized inspection for steel, concrete and mechanically stabilized earth (MSE) wall work), Resident Engineer (RE) services, and project closeout support. Consultants shall allow adequate time in the schedule for all required quality peer reviews of shop drawings, RFI and County approval processes.

There is \$252,000 budgeted for the Dixon Mine Road Bridge for CM work, which is 15% of the estimated bridge construction cost of \$1,580,000 plus contingencies. The bridge contract is to complete work within 100 working days.

Additional work may be authorized and paid for should changes or additional assistance be requested by the County. This work will be compensated on a time-and-expense basis at the Consultant's current rates. Any additional funding needed for construction or construction management will need to come from the HBP program.

TASK 1 – CONSTRUCTION MANAGEMENT

1.1 Construction Management

Consultant shall furnish a Construction Manager to coordinate all consultant operations with County, including but not limited to, tracking progress of the work and administering subcontracts. Construction Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the County and Caltrans and other applicable standards and requirements. Construction Manager shall prepare and submit monthly progress reports to County Project Manager.

Deliverables

- Monthly Progress Reports.

1.2 Coordination and Meetings

Construction Manager shall conduct regular meetings with County, and shall conduct meetings and coordination with other stakeholders, which may or may not include Caltrans, US Forest Service, adjacent property owners, and other agencies, in monthly contractor/County/CM meetings or technical workshops and focused meetings as necessary. Construction Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project. A weekly meeting with the County and the Contractor is anticipated at this time as well as participation in the pre-construction meeting.

Deliverables

- Meeting notices, agendas, handouts/exhibits, and minutes.

1.3 Administration

Construction Manager will review the contractor provided baseline schedule and monthly updates for conformance with contractor documents. Project schedule shall be logical and complete. Construction Manager shall provide regular reporting on the project status, including but not limited to, schedule, contract budget, general progress on project tasks, and project issue and concerns including but not limited to review of RFI, construction submittals, shop drawings, progress payments, preparing of change orders, sketches, cost estimate, site measurements, inspections, etc. The design consultant will also review the shop drawings submitted by the Contractor.

Deliverables

- Project Schedules and Project Master Files

1.4 Documentation

Ensure effective and consistent documentation of the Construction Manager and Contractor's activities on a daily basis including conversations and meetings, related to the project, changed conditions, change orders, work progress, weather, accidents, status of Contractor's major equipment, and all other items that may be necessary for reviewing progress payments, evaluating and processing change orders, and resolving issues that may lead to formal claims.

The appropriate level of documentation will include both written text and digital images. Video and still digital cameras indicating time and date are to be utilized. The documentation system shall make full use of contemporary computer hardware and software as the means of document creation, distribution, and control.

Deliverables

- Daily work diaries
- Miscellaneous CM reports
- Negotiate and prepare contract change orders as needed
- Prepare monthly quantity estimates for progress payments
- Review contractor submittals including:
 - Temporary shoring plans
 - Falsework drawings
 - Prestressing shop drawings
 - Pile Placement Plans
 - Concrete mix designs and aggregate gradings
 - Joint seal assembly shop drawings
 - Payment requests
- Keep record of all as-built changes for inclusion into the final project as-built drawings

TASK 2 – PRE-CONSTRUCTION PHASE SERVICES

2.1 Constructability Review

Acknowledging that the construction contract has already been awarded, the County may request a basic constructability review. The review shall consist of, the following:

- A completeness and accuracy check to discover critical conflicts, discrepancies, and errors and or omissions in the plans and specifications.
- A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit requirements, and other contractor constraints are clearly addressed.
- Identification of areas where time and cost can be minimized.
- A check to determine that no extraneous requirements are included.
- Verification that the contract documents contain sufficient provisions to effectively manage the contract.

Any discrepancies found in the constructability review will be brought to the attention of the County and the Design Engineer.

Deliverables

- Engineering and possible Project Constructability Report

2.2 Project Team Kick-Off Meeting

Construction Manager will arrange and participate in a pre-construction meeting to establish a Project Management Team consisting of involved consultant staff, County, and other relevant stakeholders. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Deliverables

- Meeting notices, agendas, handouts/exhibits, and minutes
- As-built changes to be documented and provided to designer for changes.
- Estimated working days schedule and number of seasons in construction

2.3 Submittal Identification

Construction Manager will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the Contractor with due dates to support expected schedule activities.

Deliverables

- Submittal Processing Schedule

2.4 Permits

Construction Manager will verify that the County and/or contractor have obtained any and all required permits from regulatory agencies. Construction Manager will monitor compliance throughout the project with provisions of any permitting requirements.

TASK 3 – CONSTRUCTION PHASE SERVICES

3.1 Monitoring of Construction Operations for Contract Compliance

The Construction Manager/Engineer/Inspectors provided by the Consultant shall monitor the operations of the Contractor and Subcontractors for compliance with contract documents and document field construction operations. It is anticipated that many of the construction operations will require full time inspection in accordance with the County and Caltrans standards. Construction Management/Engineering services shall include the following activities:

- Bridge Construction
- Temporary Bridge Construction
- Monitoring settlement periods
- Earthwork (structure excavation and backfill)
- Bridge removal
- Cast-in-steel shell pile drilling, rebar and concrete placement
- Form construction and placement (abutments, columns, superstructure)
- Reinforcing steel placement (abutments, columns, superstructure)
- Concrete delivery, placement, and curing
- Falsework construction and grade checking
- Deck finishing, including profilographing if required

- Barrier rail and railing installation
- Concrete finishing
- Approach slab construction
- Joint seal assembly installation
- Railing construction
- Retaining wall construction

3.2 Materials Testing

1. Field technician services for observation, testing and documentation during earthwork, including, embankment placement, structure backfill, trench backfill, and subgrade preparation.
2. Field technician services for sampling and testing during structural concrete placements, including testing for penetration (slump), air-content, unit weight, yield, and temperature, and molding compressive strength specimens (cylinders). Samples will be handled, cured and tested in accordance with Caltrans test methods.
3. Part-time batch plant inspection services during production of structural concrete including checking mix design, checking aggregate batch weights, checking water/cement ratio, visual inspection of aggregates and sampling aggregates if necessary.
4. Laboratory testing of the soil, aggregates, asphalt concrete, and Portland cement concrete materials including California Impact Test (C.I.T.), maximum density/optimum moisture, sieve analysis, sand equivalent, cleanness value, R-value, and concrete compressive strength testing.
5. Preparation of field observation reports and test data sheets. Documents to be made available on a daily basis or provided as requested.

3.3 General

The Engineer/Inspector shall be present at the project site on a full-time basis to provide a satisfactory level of monitoring the work. It is anticipated that most of the work on this project will require full time inspection per County and Caltrans standard procedures.

TASK 4 – POST-CONSTRUCTION PHASE SERVICES

4.1 Project Closeout

Following issuance of the Notice of Substantial Completion, the Resident Engineer will conduct a final walk-through with all project participants. The RE will add any items identified at that time to existing punch lists and a final punch list. This will include the repair of any outstanding property damage. In addition, the RE could require the contractor to obtain sign-off from outside agencies confirming that restoration has been completed and permit requirements have been satisfied. Completed contractor markups will be verified, additional information added from inspector markups and final record drawings, and delivered to the County. After deductions for liens and uncompleted punch lists work, final payment will be recommended to the County. All project files will be delivered to the County

4.2 Final Project Report

A Final Project Report documenting all project contract administration and inspection activities will be prepared. The report will summarize information included in each monthly progress report, as well as additional pertinent information.

4.3 Caltrans Local Programs Compliance

The Resident Engineer will prepare the necessary project closeout forms to meet Caltrans and federal requirements.

Description of work to be done by Alpine County

The Community Development staff will provide general project oversight and liaison between the Consultant, Caltrans and other Local, State and Federal agencies responsible for oversight and approvals. The Alpine County Community Development staff will also participate in project oversight, as they are the lead agency for improvements in the County.

Alpine County staff will provide the selected Consultant with the following:

- Construction plans, specifications and estimates
- All permits approved for construction
- Environmental documents approved for the project

SCHEDULE

It is anticipated the County will award the formal contract in April 2019. Following a written notice-to-proceed to be issued by the County, the Consultant's work shall begin when there is a fully executed agreement with Alpine County and the County has received an Authorization to Proceed E-76 notice. Work may be completed in accordance with the schedule stipulated.

February 20, 2019	RFP Issued
<u>March 13, 2019</u>	Proposals due to County Community Development Department
March 20, 2019	Consultant selection process
March 26, 2019	Interviews (<i>if necessary</i>)
April 19, 2019	County Awards Contract (<i>anticipated</i>)
June 15, 2019	Work to Begin on Bridge Replacement project (<i>anticipated</i>)
December 20, 2019	Work completed including close-out (<i>anticipated</i>)

A notice to proceed issued by the County will specify the work to be completed, a schedule for work completion, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified.

COMPENSATION

Alpine County will negotiate a contract with the selected Consultant based on the following conditions:

- For all services rendered as described in the Scope of Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.

APPENDIX A

PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Brian Peters
Community Development Director
Alpine County
50 Diamond Valley Road
Markleeville, CA 96120

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

Alpine County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description

11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe any critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with Alpine County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

10. Cost Proposal

The proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposal shall be included with the proposal in a separate sealed envelope.** Reference sample cost estimate in Attachment 4 Cost Proposal per Local Assistance Procedures Manual (LAPM) Exhibit 10-H2 Construction Engineering and Inspection Contracts, Exhibit 10-H3 Geotechnical and Material Testing and Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

RFP Preparation Expenses

The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its Proposal. Firm or individual shall not include any such expenses as part of its Proposal. Proposal preparation expenses include the following:

1. Preparing its Proposal in response to this RFP.
2. Submitting that Proposal to the County.
3. Negotiating with the County any matter related to this RFP.
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

NONDISCRIMINATION

The consultant or its sub consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

SUBMITTAL REQUIREMENTS

Please submit **three (3) hard copies and one (1) electronic copy** (in Microsoft Word or Adobe PDF format) of your proposals by **4:00 p.m. local time, March 13, 2019**

The Submittals shall be addressed to:

Brian Peters
Community Development Director
Alpine County
50 Diamond Valley Road
Markleeville, CA 96120

The electronic copy shall be emailed to Brian Peters, bpeters@alpinecountyca.gov

Please direct inquiries regarding this RFP to Brian Peters, Community Development Director, at 530.694.1361 or at bpeters@alpinecountyca.gov.

In the event your firm/team desires additional information, the Owner will endeavor to provide such information as expeditiously as possible; however, the Owner will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

COUNTY RIGHTS

The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFP. The County reserves all rights described below:

1. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals;
2. Issue new or subsequent RFPs;
3. For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFP;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals;
5. All Proposals shall become the property of Alpine County and shall not be returned;
6. All Proposals submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted proposals are not to be copyrighted;
7. Postpone proposals openings for its own convenience;
8. Remedy or overlook technical errors in the RFP process;
9. Appoint an Evaluation Committee to review Proposals;
10. Seek the assistance of outside technical experts in proposal evaluation;
11. Approve or disapprove the use of particular subconsultants;
12. Establish a short list of firms or individuals eligible for interview after review of written proposals;
13. Negotiate with any, all or none of the firms or individuals responding to the RFP;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.

AWARD OF CONTRACT

Upon selection of a successful proponent(s), a County standard form Professional Services Agreement will be provided, a copy of which is presented in Exhibit A for proponents' review. Proponents shall examine the contract and identify any request for modification from these standard terms as part of the proposal.

INDEPENDENT CONTRACTOR

The successful proponent(s) will work in the capacity of an independent contractor for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of Alpine County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the Community Development Director or his designee. The Community Development Director will have final approval authority over all issues involved in the process.

SELECTION PROCESS

A selection committee from the Owner will review the Proposals to determine which respondent is best qualified to perform the work. Depending upon the number and qualifications of respondents, the Owner may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Owner selection committee. The evaluation process is shown below.

APPENDIX B

PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by the Alpine County Community Development Department Selection Committee (Committee). The Committee may be composed of Alpine County Community Development staff and other parties that may have expertise or experience in the services described herein as chosen by the Community Development Director. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Alpine County Community Development Director only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

The selection process could include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to Local Assistance Procedures Manual Exhibit 10-B Suggested Consultant Evaluation Sheet shown on the following page. If interviews are needed, the table below will be used to score the interview with combined score from the proposal.

No.	Interview Evaluation Criteria (If Needed)	Weight
1	Presentation by team	10
2	Q&A Response to panel questions	10
Subtotal:		20
Total:		120

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET *

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

Evaluator

Contract Office

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

*Notes:

- To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as local presence or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
- For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of the criteria listed above.
- The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
- The evaluation criteria and weighted values must be identified in the RFP. If the RFP has different evaluation criteria or weighted values then the information above would have to be changed to match. The Contract Office is to initial and date in the space provided to verify that the criteria and weighted values used in the evaluation sheet are appropriate and that the sheet has been completed correctly.
- Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

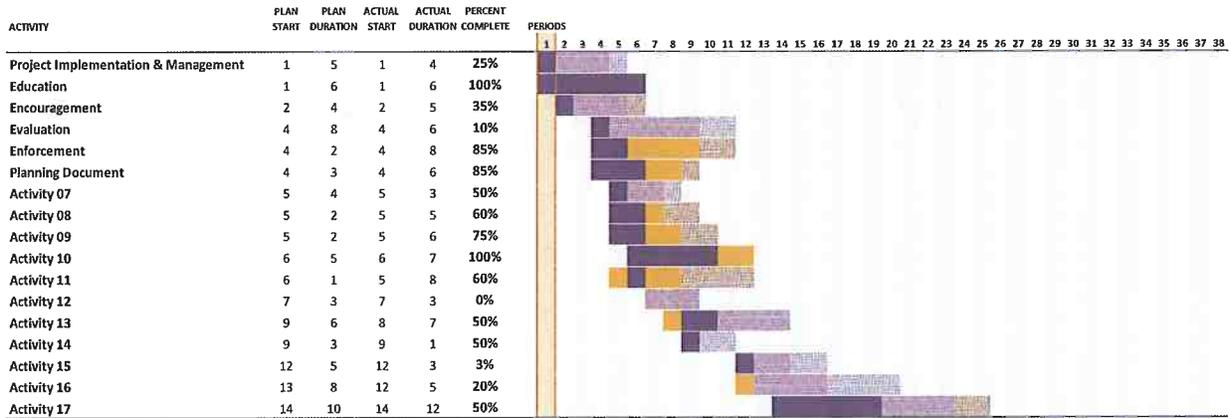
Distribution: Local Agency Project Files

APPENDIX C – RFP & PROJECT SCHEDULE

Project Schedule – A Gantt chart should be used for evaluations to compare project deliverables, cost, and time frames and can be done in Excel. Alpine County anticipates construction to begin around June 15, 2019 and be completed around October 15, 2019.

Project Planner

Period Highlight: 1



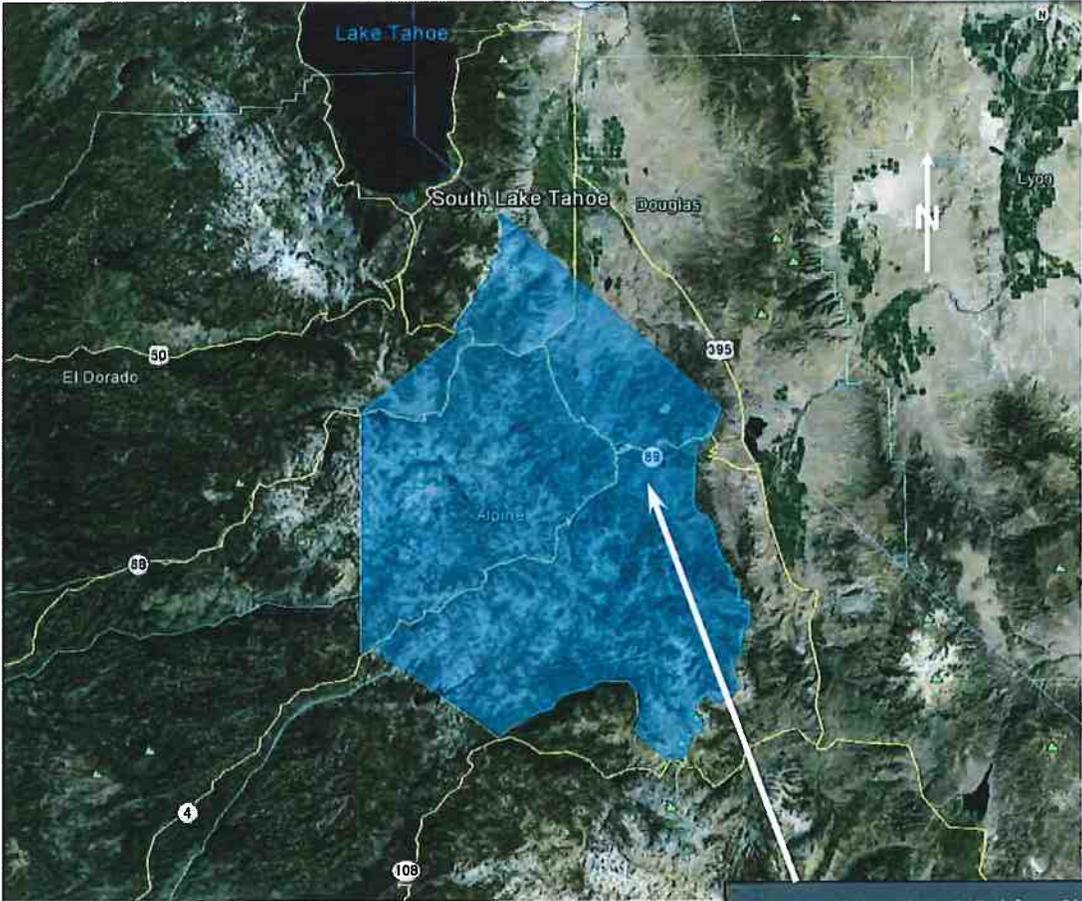
ATTACHMENT 1

DIXON MINE ROAD BRIDGE REPLACEMENT PROJECT

Vicinity & Location Maps/Existing & Proposed Conditions Map/Photos

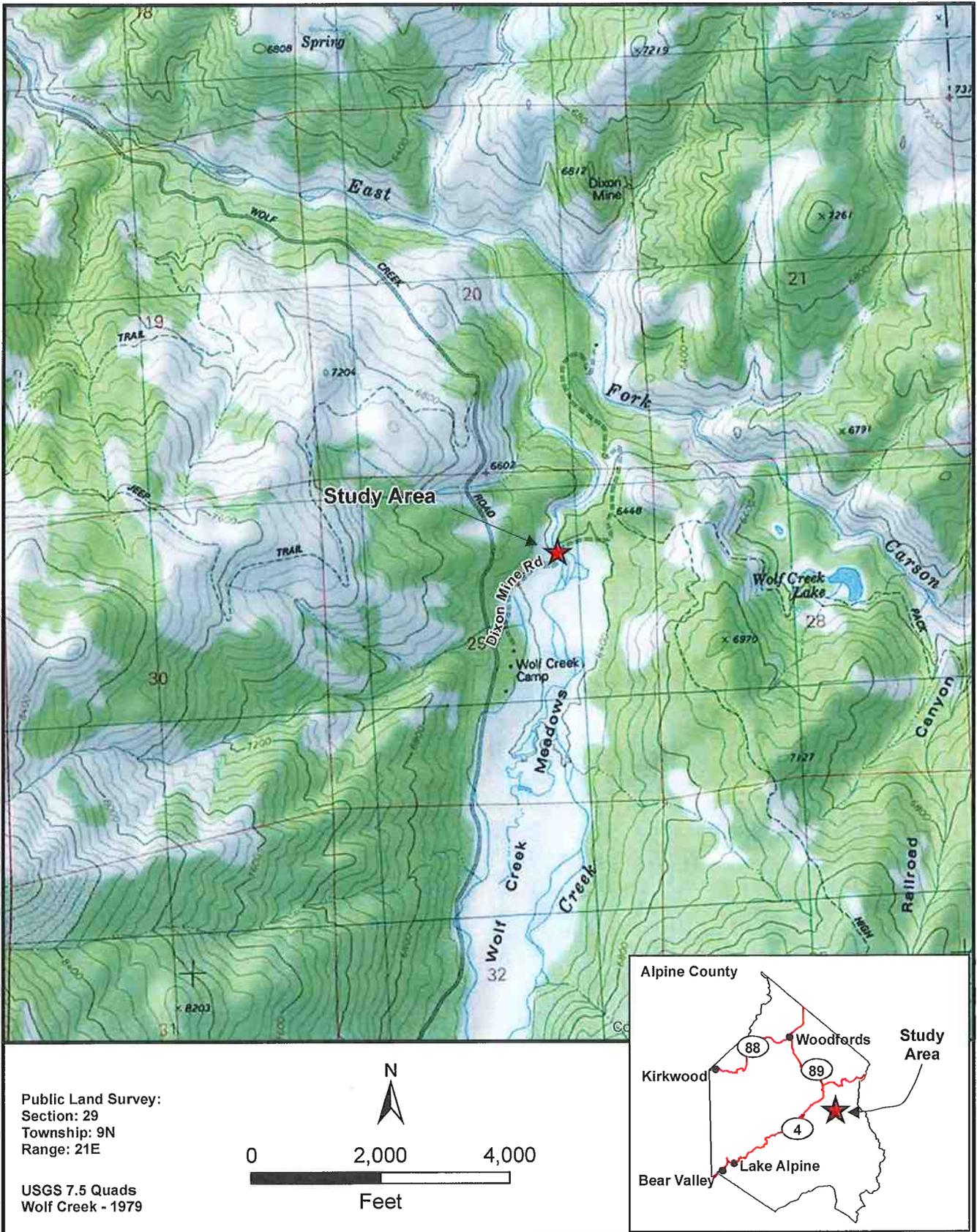


Vicinity Map



**Project Location & Bridge Site
for
Dixon Mine Road Bridge
at Wolf Creek**

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Dixon Mine Road Bridge Replacement Project

Figure 1
Location Map

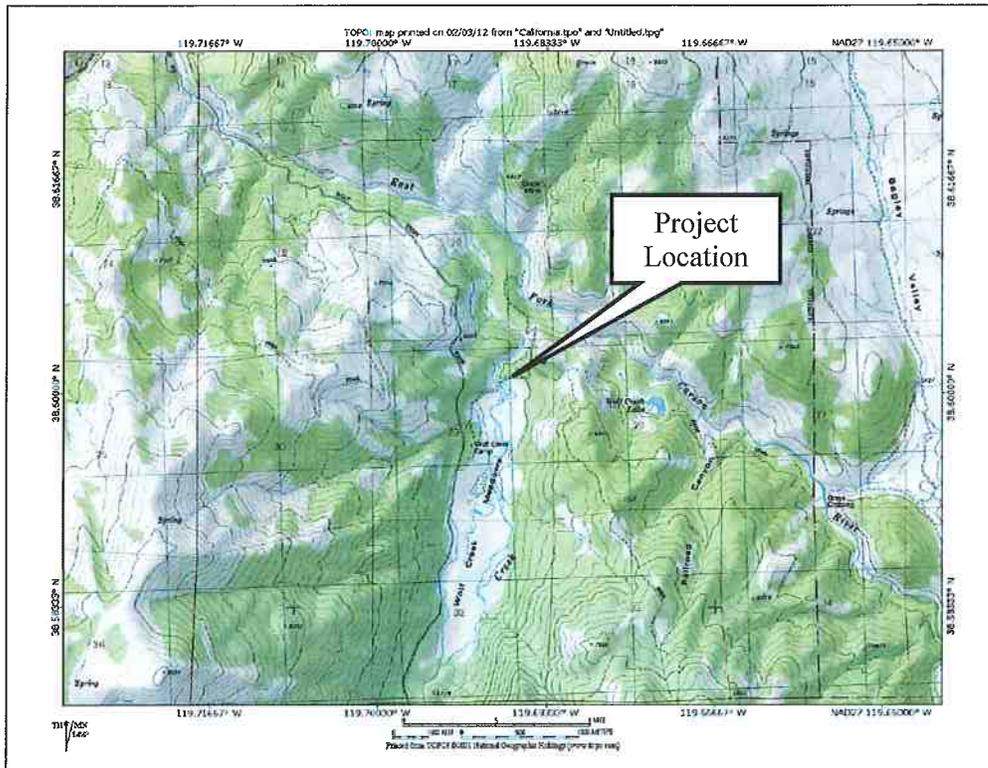


Figure 2. Vicinity Map

Source: USGS, 2001



Figure 3. Aerial Map

Source: Google Earth, 2010



DIXON MINE ROAD BRIDGE IMPROVEMENT PROJECT AT WOLF CREEK BRIDGE
ALPINE COUNTY, CA
FEDERAL BRIDGE REPLACEMENT PROJECT No. BRLO-5931(027)
BRIDGE No. 31C-0002

RECEIVED
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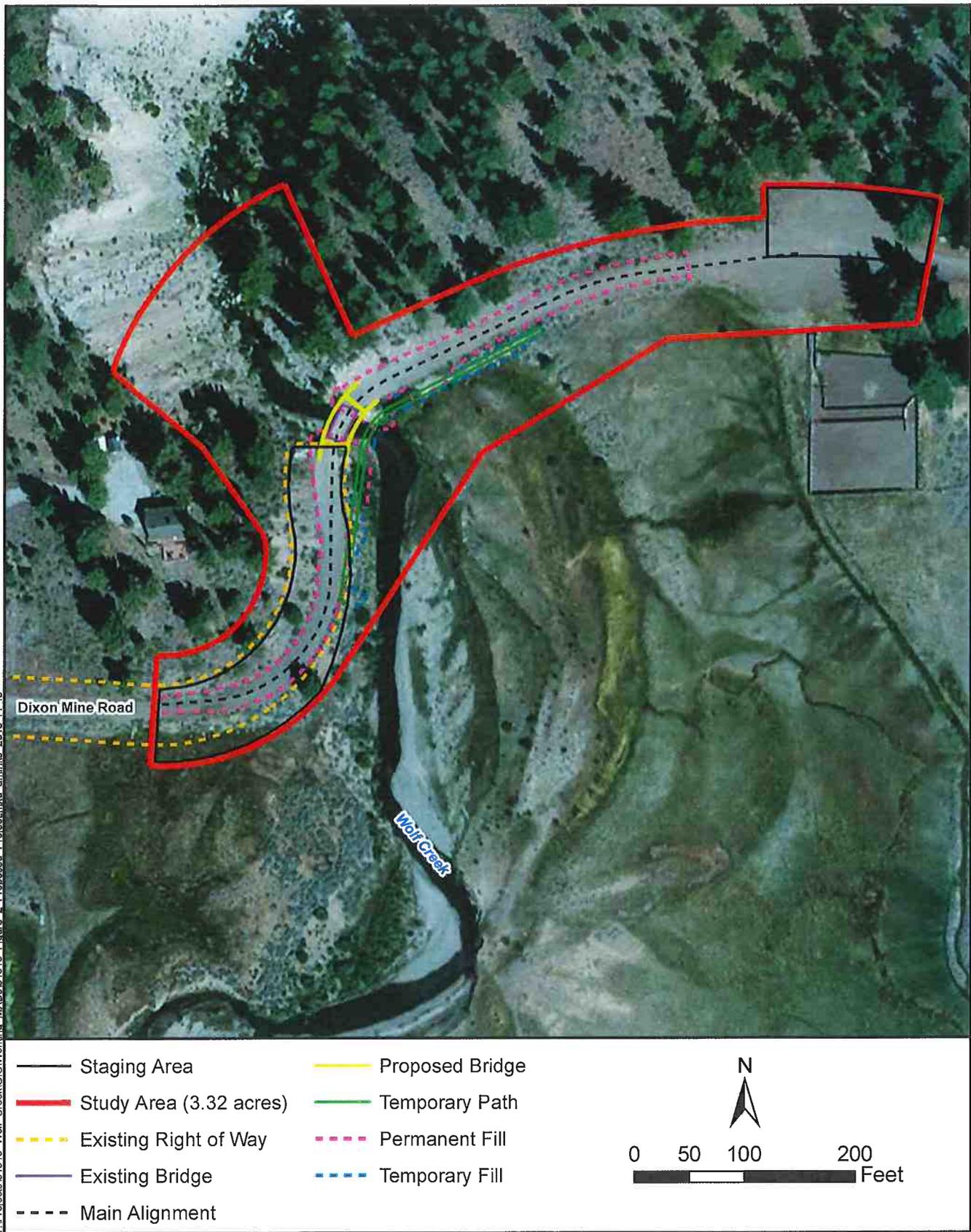
LEGEND

- PROPOSED STAGING AREA
- AREA OF POTENTIAL EFFECTS (APE) LIMITS
- PARCEL LINE

AREA OF POTENTIAL EFFECTS MAP
 ALPINE COUNTY
 CALTRANS D10 PWP
 LOCAL ASSISTANCE PROJECT ENGINEER
 OFFICE OF LOCAL ASSISTANCE, CALTRANS D10

DATE: 7-17-12
 DATE: 7/24/12
 DATE: 7/24/12

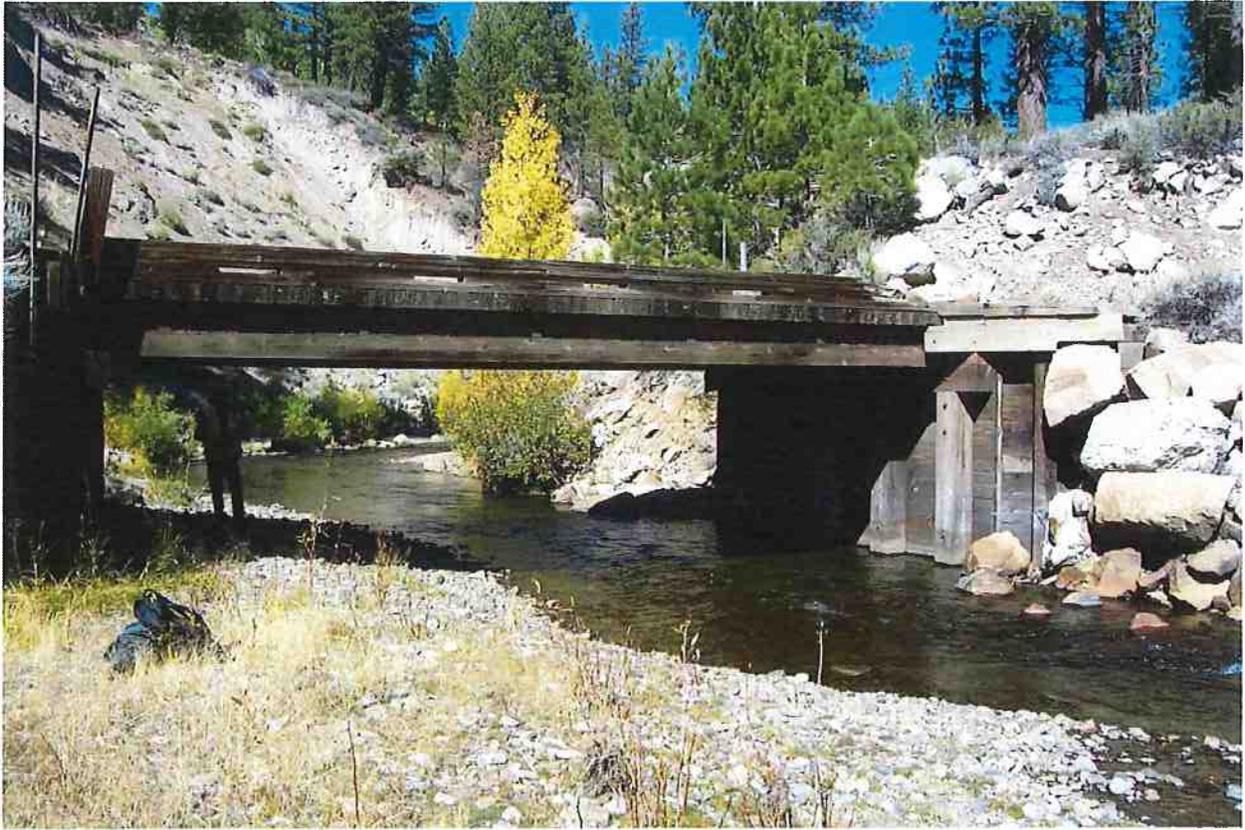
T:\Projects\51316_Wolf_Creek\GIS\Working_MXD\51316_Figure_2_Proposed_Project.mxd_aminiks_2013-11-13



Dixon Mine Road Bridge Replacement Project

Figure 2
Proposed Project















Photograph 1. View shows Wolf Creek, a perennial stream (PS-1), looking downstream of the bridge on Dixon Mine Road. Willows and black cottonwood grow at the edge of the OHWM. Orientation: looking north. 6/29/11



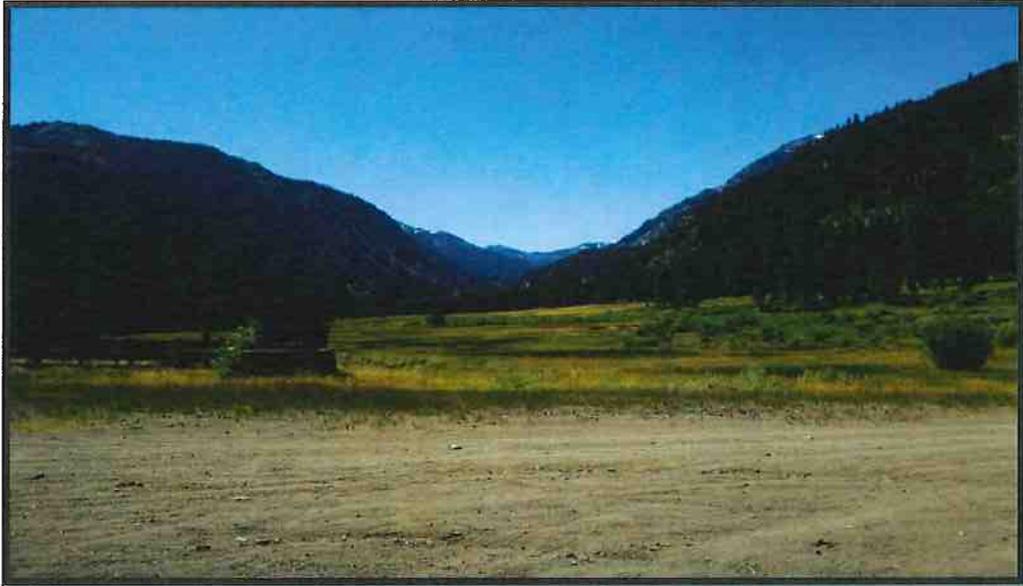
Photograph 2. In the foreground, the intermittent stream (IS-1) joins Wolf Creek just upstream of the bridge. The midground shows seasonal wet meadow (SWM-1) on the lowest portion of the floodplain meadow. Orientation: looking upstream. 6/29/11



Photograph 3. View shows all of the wetland feature types within the study area associated with Wolf Creek. The shrubby willows on either side of the flowing channel are part of the riparian wetlands (RW-1 and RW-2). The seasonal wet meadow feature (SWM-1) is on the lowest floodplain terrace and is dominated by Baltic rush and sedges. Orientation: looking north. 8/29/11



Photograph 4. The view shows the northern end of Wolf Creek Meadow just below Dixon Mine Road. The shrubby willows in the midground are located within SWM-1. A thin line of sagebrush extends into the meadow and SWM-2 is located on the higher floodplain terrace within the study area. Orientation: looking west. 8/29/11



Photograph 1. View of BSA looking south across Dixon Mine Road and the meadow towards Wolf Creek.



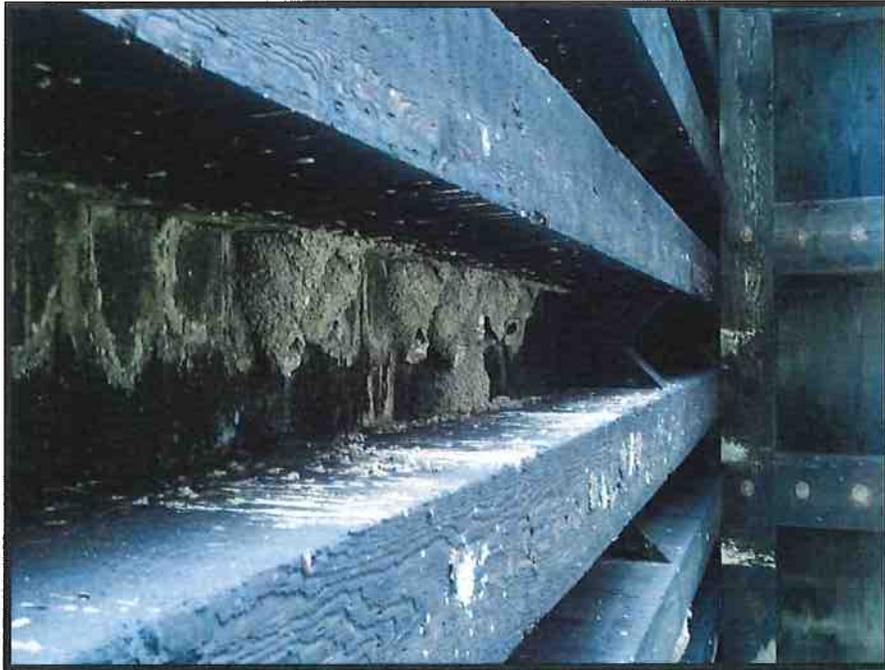
Photograph 2. View of Wolf Creek downstream of BSA northwest of Dixon Mine Road. Barren habitat is visible above the creek.



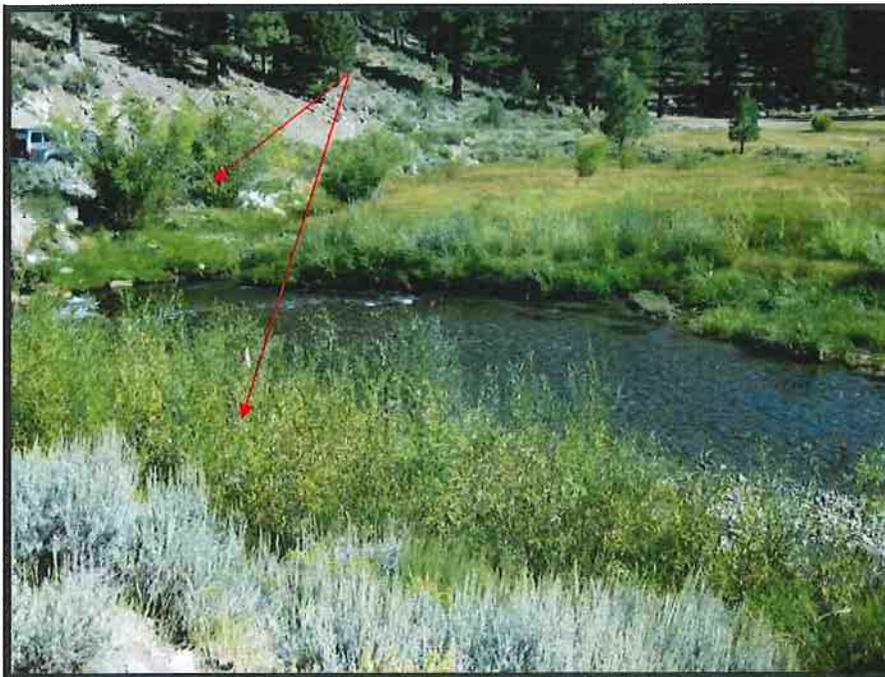
Photograph 3. View of Dixon Mine Road Bridge looking south along Wolf Creek. The meadow is visible on the left and the slope of the terminal glacial moraine is visible on the right.



Photograph 4. View of Dixon Mine Road looking east. Barren and Jeffrey pine habitats are visible.



Photograph 5. Inactive swallow nests underneath Dixon Mine Road Bridge.



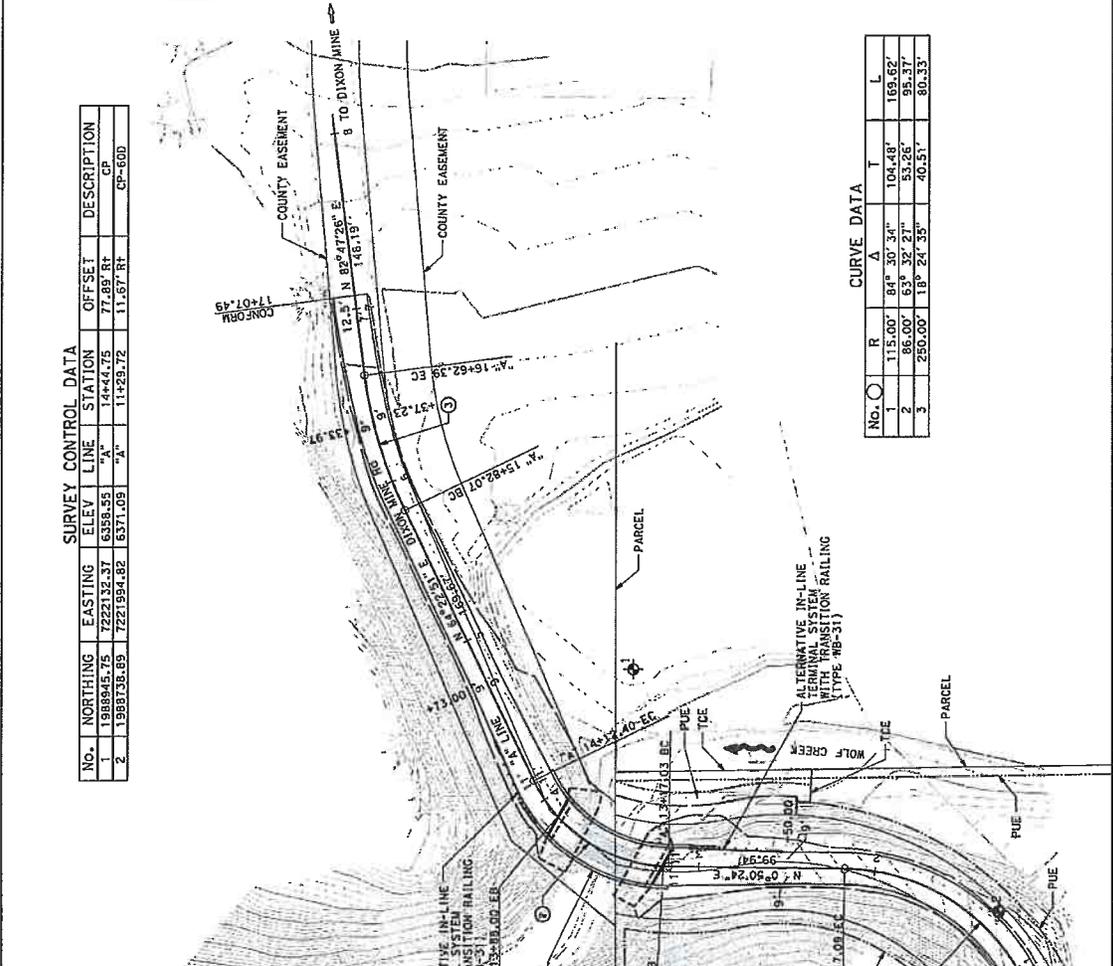
Photograph 6. View east along the south side of Dixon Mine Road Bridge. Wolf Creek is flanked on both banks by riparian wetland (red arrows). Riparian habitat (i.e., willow) is visible along the road in the upper left, meadow habitat is visible in the upper right, and Jeffrey pine habitat is visible in the background.

ALPINE COUNTY COMMUNITY DEVELOPMENT
 CONSULTANT FUNCTIONAL SUPERVISOR
 ORDERED BY
 CHECKED BY
 REVISIONS
 DATE REVISIONS

BRIAN PETERS
 BORDER LAST REVISED 7/2/2010

NOTE:
 FOR COMPLETE SIGHT OF WHY AND ACCURATE ACCESS DATA,
 SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

LEGEND:
 DIRECTION OF TRAFFIC
 SURVEY CONTROL POINT
 SURVEY DATA NUMBER
 LIMITS OF RSP
 TOP OF CUT
 TOE OF FILL



SURVEY CONTROL DATA

No.	NORTHING	EASTING	ELEV	LINE	STATION	OFFSET	DESCRIPTION
1	1988945.75	7222132.37	6358.55	"A"	14+44.75	77.89' RT	CP
2	1988738.89	7221994.82	6371.09	"A"	11+29.72	11.67' RT	CP-60D

CURVE DATA

No.	R	Δ	T	L
1	115.00'	84° 30' 34"	104.48'	169.62'
2	86.00'	63° 32' 27"	53.26'	95.37'
3	250.00'	18° 24' 35"	40.51'	80.33'

REGISTERED CIVIL ENGINEER
 10/13/17
 NOVEMBER 14, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA
 BOARD OF PROFESSIONAL ENGINEERS
 CIVIL ENGINEERING DIVISION
 100 SOUTH MARKET STREET, SUITE 100
 SACRAMENTO, CALIFORNIA 95833

ALPINE COUNTY COMMUNITY DEVELOPMENT
 1100 COLLEGGIO DRIVE,
 RANCHO CONOWYA, CA 95570

PROJECT SUMMARY

DATE	PROJECT	SHEET NO.	TOTAL SHEETS
10/13/17	ALP	3	22

LAYOUT
 SCALE: 1"=30'

PROJECT NUMBER & PHASE
 UNIT 0000
 000000000001

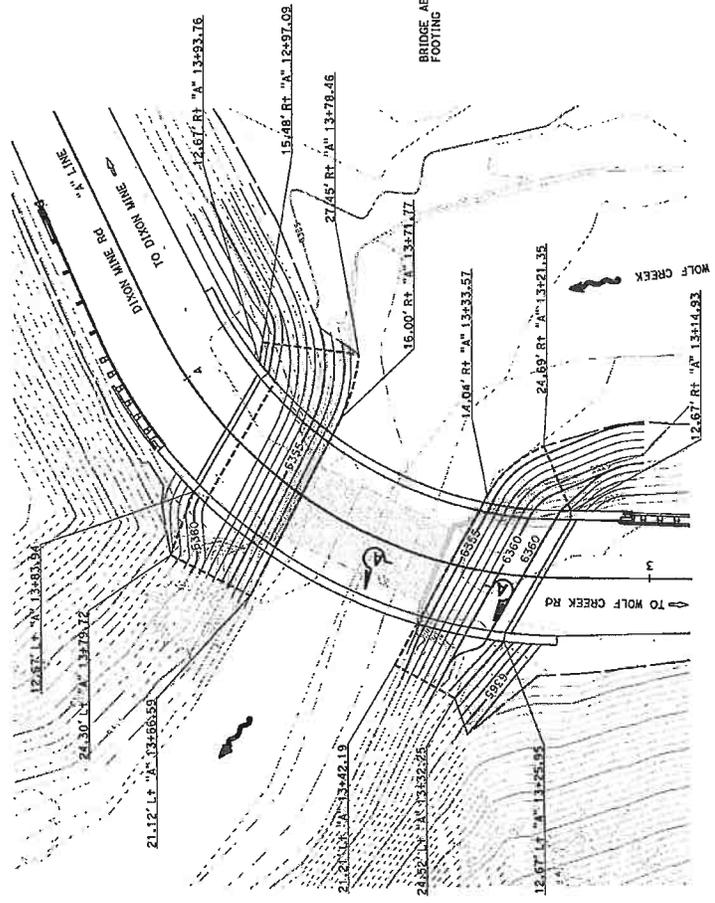
RELATIVE BRIDGE SCALE
 0 1 2 3
 FEET

DATE PLOTTED: 11/14/2018
 TIME PLOTTED: 1:59:29 PM

ALPINE COUNTY COMMUNITY DEVELOPMENT		CONSULTANT FUNCTIONAL SUPERVISOR		DESIGNED BY		REVISOR		DATE REVISED	
BRIAN PETERS		CHECKED BY		CALCULATED-		DESIGNED BY		DATE REVISED	

NOTES:
 1. THIS PLAN ACCURATE FOR CONTOUR GRADING WORK ONLY.

LEGEND:
 - - - - - LIMITS OF RSP



A-A
 NO SCALE
 NOTE:
 RSP SECTION SHOWN TYPICAL FOR ALL RSP AREAS.

Dist#	COUNTY	ROUTE	RSP#	SHEETS	SHEET NO.
10	ALP	CR		7	22

REGISTERED CIVIL ENGINEER DATE 10/13/17
 November 14, 2018
 P.L.S. APPROVAL DATE
 JUNE 15, 2018
 REGISTERED CIVIL ENGINEER NO. 622458
 DATE OF EXPIRATION 6/15/2021
 OFFICE: 1107 COBLEBROOK DRIVE, BLANCO CORONA, CA 94520
 ALPINE COUNTY COMMUNITY DEVELOPMENT VALLEY ROAD, MARLETTVILLE, CA 94720

CONTOUR GRADING
 SCALE: 1"=10'
 G-1

PROJECT NUMBER & PHASE: 00000000001
 UNIT: 0000

DATE PLOTTED: 11/14/2018
 TIME PLOTTED: 11:59:31 PM

DIST	COUNTY	ROUTE	POST MILEPOST	SHEET NO.	TOTAL SHEETS
10	AID	DR		10	22

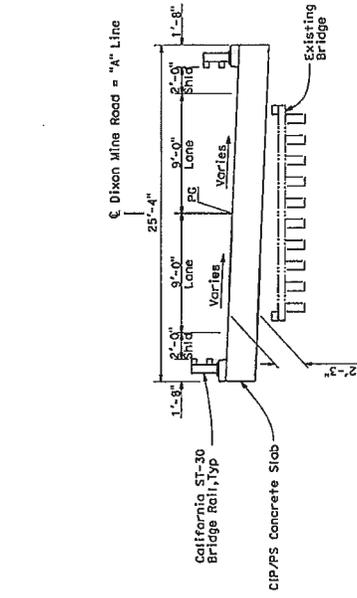
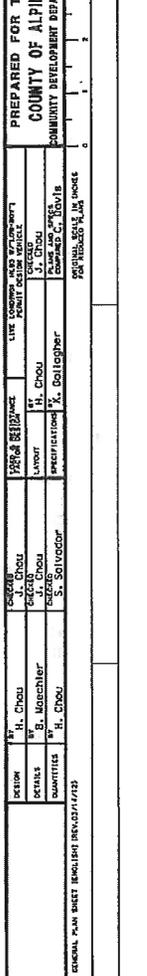
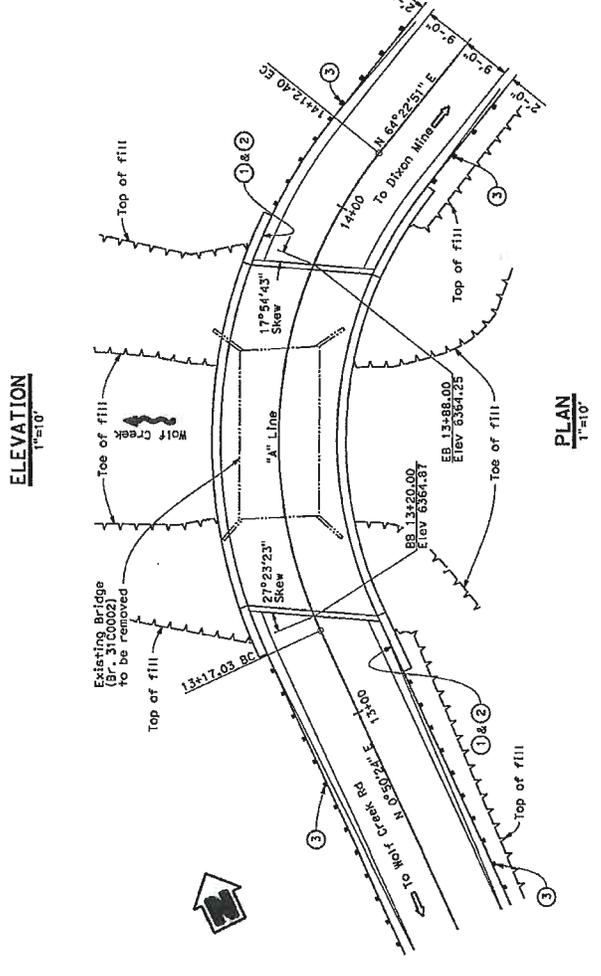
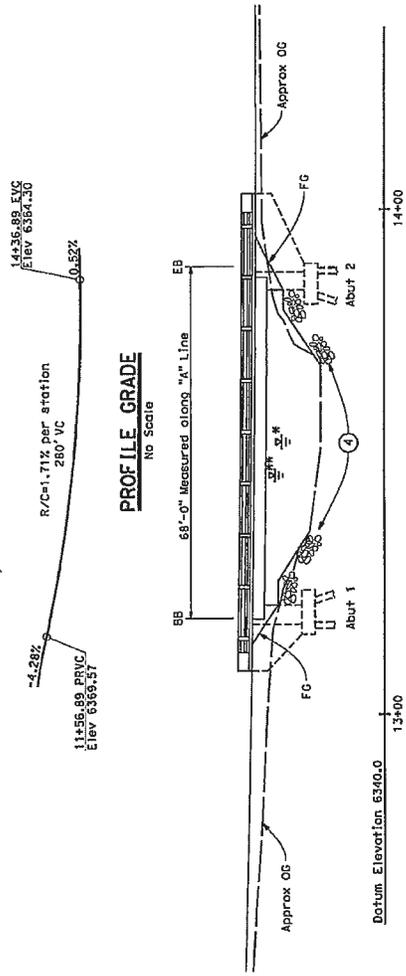
REGISTERED CIVIL ENGINEER	DATE	PROJECT TITLE
NOVEMBER 14, 2018	10/27/18	Wolf Creek Bridge

PROJECT APPROVAL DATE	PROJECT NO.
NOVEMBER 14, 2018	31C00021

DESIGNED BY	CHECKED BY
ALPINE COUNTY COMMUNITY DEVELOPMENT	ALPINE COUNTY COMMUNITY DEVELOPMENT

INDEX TO PLANS

- Sheet No. Title
- 1 General Plan
 - 2 Plan Control
 - 3 Plan Control
 - 4 Abutment 1
 - 5 Abutment 2
 - 6 Typical Section Deck 1
 - 7 Typical Section Deck 2
 - 8 Log of Test Borings No. 1
 - 9 Log of Test Borings No. 2
 - 10 Log of Test Borings No. 3
 - 11 Log of Test Borings No. 4
 - 12 Log of Test Borings No. 5
 - 13 Log of Test Borings No. 6



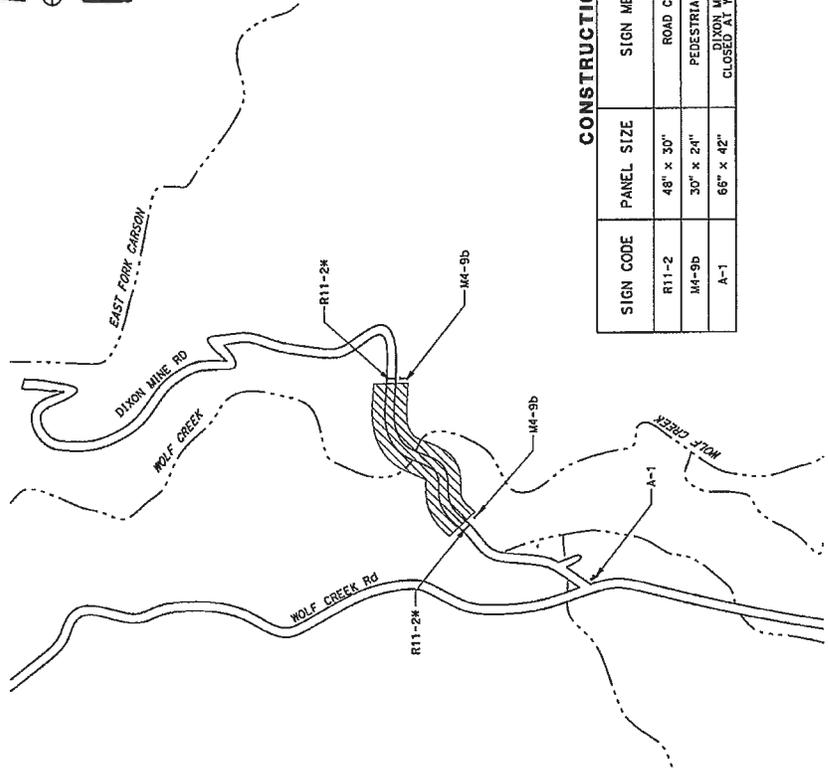
- Notes:**
- 1 Paint Bridge "Br. No. 31C00021"
 - 2 Paint "Wolf Creek Bridge"
 - 3 Transition Railing and Alternative In-Line System, see "Road Plans"
 - 4 Rock Slope Protection, see "Road Plans"
- ** 100 year storm elevation = 6,360.6
* 50 year storm elevation = 6,359.3
- Existing structure
- CURVE DATA**
- R = 86.00'
Δ = 63°32'21"
T = 53.26'
L = 95.37'
- Indicates direction of flow
- For General Notes, Quantities and Superstation, see "Track Contour" sheet
- For Hydrologic Summary, Pile Data Table and Scour Data Table, see "Foundation Plan sheet"

PREPARED FOR THE		COUNTY OF ALPINE	
COMMUNITY DEVELOPMENT DEPARTMENT		COMMUNITY DEVELOPMENT DEPARTMENT	
DESIGNED BY	H. Chou	CHECKED BY	H. Chou
DRAWN BY	B. Mancher	DATE	10/27/18
PROJECT NO.	31C00021	PROJECT TITLE	Wolf Creek Bridge
DATE PLOTTED	11/14/2018	TIME PLOTTED	1:58:14 PM
DATE	11/14/2018	TIME	1:58:14 PM

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
10	ALP	CR		8	22

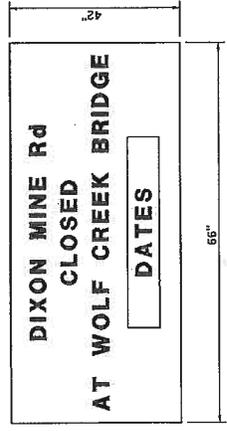
REGISTERED CIVIL ENGINEER
 November 14, 2018
 PLANS APPROVAL DATE
 10/13/17
 REGISTERED PROFESSIONAL ENGINEER
 062458
 2/20/13
 CIVIL
 REGISTERED PROFESSIONAL ENGINEER

ALPINE COUNTY COMMUNITY DEVELOPMENT
 1817 CORDELLA DRIVE,
 RANCHO CORONA, CA 94570



NOTES:
 1. THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGN WORK ONLY.
 2. SIGN LOCATIONS SHOWN ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER.

LEGEND:
 CONSTRUCTION AREA
 CONSTRUCTION AREA SIGN
 TYPE III BARRICADE
 USE WITH FLASHERS AT NIGHT



A-1 SIGN DETAIL
 NO SCALE

TYPE III BARRICADE

LINE	STATION	EA
"A"	9+00.00	3
"A"	18+00.00	3
TOTAL		6

CONSTRUCTION AREA SIGNS

SIGN CODE	PANEL SIZE	SIGN MESSAGE	NUMBER OF POSTS AND SIZE	NUMBER OF SIGNS
R11-2	48" x 30"	ROAD CLOSED	MOUNTED ON BARRICADE	2
M4-9b	30" x 24"	PEDESTRIAN DETOUR	MOUNTED ON BARRICADE	2
A-1	66" x 42"	DIXON MINE RD CLOSED AT WOLF CREEK	2 - 4" x 6"	1

CONSTRUCTION AREA SIGNS
 NO SCALE **CS-1**

PROJECT NUMBER & PHASE
 UNIT 0000

000000000001

RELATIVE SCALE
 1" = 10' INCHES

DATE PLOTTED: 11/14/2018 11:59:32 AM
 00-00-00

ALPINE COUNTY COMMUNITY DEVELOPMENT
 BRIAN PETERS
 CONSULTANT FUNCTIONAL SUPERVISOR

REVISOR
 DATE REVISOR

CHECKED BY

DESIGNED BY

CALCULATED

BORER LAST REVISED 7/2/2010

ATTACHMENT 2

ALPINE COUNTY

SAMPLE CONTRACT AGREEMENT

Contract Language

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Article I	Introduction.....	1
Article II	Statement of Work	1
Article III	Responsibility of Consultant.....	7
Article IV	Consultant's Reports or Meetings	8
<i>Mandatory Fiscal and Federal provisions (Verbatim):</i>		
Article V	Performance Period	9
Article VI	Allowable Costs and Payments	9
Article VII	Termination.....	10
Article VIII	Cost Principles and Administrative Requirements	10
Article IX	Retention of Records/Audit.....	11
Article X	Audit Review Procedures.....	11
Article XI	Subcontracting.....	12
Article XII	Equipment Purchase	12
Article XIII	State Prevailing Wage Rates	13
Article IV	Conflict of Interest	13
Article XV	Rebates, Kickbacks or other Unlawful Consideration.....	14
Article XVI	Prohibition of Expending Local Agency State or Federal Funds for Lobbying	14
Article XVII	Statement of Compliance	14
Article XVIII	Debarment and Suspension Certification.....	15
<i>Miscellaneous Provisions:</i>		
Article XIX	Funding Requirements	16
Article XX	Change in Terms	16
Article XXI	Disadvantaged Business Enterprises (DBE) Participation	16
Article XXII	Contingent Fee	18
Article XXIII	Disputes	18
Article XXIV	Inspection of Work	18
Article XXV	Safety	19
Article XXVI	Claims Filed by LOCAL AGENCY'S Construction Contractor	19
Article XXVII	Confidentiality of Data	19
Article XXVIII	National Labor Relations Board Certification	20
Article XXIX	Evaluation of Consultant	20
Article XXX	Retention of Funds	20
Article XXXI	Insurance	21
Article XXXII	Ownership of Data	23
Article XXXIII	Accounting Records.....	24
Article XXXIV	Subcontracting	24
Article XXXV	Termination of Agreement	24
Article XXXVI	General Provisions, Notifications and Signatures.....	24
EXHIBIT "A"	Consultant Proposal.....	30

Article I INTRODUCTION

- A. This contract is between the following names, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: _____

Incorporated in the State of _____

The Project manager for the "CONSULTANT" will be _____

The name of the "LOCAL AGENCY" is as follows: _____ Alpine County _____

The Contract Administrator for the LOCAL AGENCY will be _____ Brian Peters _____

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated _____. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant Services

Services are anticipated to generally include, but are not limited to pre-construction services, construction management, construction submittal and shop drawing reviews, evaluating and responding to Request for Information (RFI), inspections (including specialized inspection for steel,

concrete and mechanically stabilized earth (MSE) wall work), Resident Engineer (RE) services, and project closeout support. Consultants shall allow adequate time in the schedule for all required quality peer reviews of shop drawings, RFI and County approval processes. The bridge contract is to complete work within 100 working days.

Additional work may be authorized and paid for should changes or additional assistance be requested by the County. This work will be compensated on a time-and-expense basis at the Consultant's current rates.

TASK 1 – CONSTRUCTION MANAGEMENT

1.1 Construction Management

Consultant shall furnish a Construction Manager to coordinate all consultant operations with County, including but not limited to, tracking progress of the work and administering subcontracts. Construction Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the County and Caltrans and other applicable standards and requirements. Construction Manager shall prepare and submit monthly progress reports to County Project Manager.

Deliverables

- Monthly Progress Reports.

1.2 Coordination and Meetings

Construction Manager shall conduct regular meetings with County, and shall conduct meetings and coordination with other stakeholders, which may or may not include Caltrans, US Forest Service, adjacent property owners, and other agencies, in monthly contractor/County/CM meetings or technical workshops and focused meetings as necessary. Construction Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project. A weekly meeting with the County and the Contractor is anticipated at this time, as well as the preconstruction meeting.

Deliverables

- Meeting notices, agendas, handouts/exhibits, and minutes.

1.3 Administration

Construction Manager will review the contractor provided baseline schedule and monthly updates for conformance with contractor documents. Project schedule shall be logical and complete. Construction Manager shall provide regular reporting on the project status, including but not limited to, schedule, contract budget, general progress on project tasks, and project issue and concerns including but not limited to review of RFI, construction submittals, shop drawings, progress payments, preparing of

change orders, sketches, cost estimate, site measurements, inspections, etc. The design consultant will also review the shop drawings submitted by the Contractor.

Deliverables

- Project Schedules and Project Master Files

1.4 Documentation

Ensure effective and consistent documentation of the Construction Manager and Contractor's activities on a daily basis including conversations and meetings, related to the project, changed conditions, and change orders, work progress, weather, accidents, status of Contractor's major equipment, and all other items that may be necessary for reviewing progress payments, evaluating and processing change orders, and resolving issues that may lead to formal claims.

The appropriate level of documentation will include both written text and digital images. Video and still digital cameras indicating time and date are to be utilized. The documentation system shall make full use of contemporary computer hardware and software as the means of document creation, distribution, and control.

Deliverables

- Daily work diaries
- Miscellaneous CM reports
- Negotiate and prepare contract change orders as needed
- Prepare monthly quantity estimates for progress payments
- Review contractor submittals including:
 - Temporary shoring plans
 - Falsework drawings
 - Prestressing shop drawings
 - Pile placement plans
 - Concrete mix designs and aggregate grading
 - Joint seal assembly shop drawings
 - Payment requests
- Keep Record of all as-build changes for inclusion into the final project as-built drawings

TASK 2 – PRE-CONSTRUCTION PHASE SERVICES

2.1 Constructability Review

Acknowledging that the construction contract has already been awarded, the County may requests a basic constructability review. The review shall consist of, the following:

- A completeness and accuracy check to discover critical conflicts, discrepancies, and errors and or emissions in the plans and specifications.

- A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit requirements, and other constraints are clearly addressed.
- Identification of areas where time and cost can be minimized.
- A check to determine that no extraneous requirements are included.
- Verification that the contract documents contain sufficient provisions to effectively manage the contract.

Any discrepancies found in the constructability review will be brought to the attention of the County and the Design Engineer.

Deliverables

- Engineering and possible Project Constructability Report

2.2 Project Team Kick-Off Meeting

Construction Manager will arrange and participate in a pre-construction meeting to establish a Project Management Team consisting of involved consultant staff, County, and other relevant stakeholders. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Deliverables

- Meeting notices, agendas, handouts/exhibits, and minutes
- As-built changes to be documented and provided to designers for changes.
- Estimated working days schedule and number of seasons in construction

2.3 Submittal Identification

Construction manager will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the Contractor with due dates to support expected schedule activities.

Deliverables

- Submittal Processing Schedule

2.4 Permits

Construction manager will verify that the County and/or contractor have obtained any and all required permits from regulatory agencies. Construction Manager will be responsible for compliance throughout the project with provisions of any permitting requirements. The permit compliance includes, but is not limited to:

1600 CDFW

- Streambed Alteration Agreement

401 LRWCCB Permit

- Stream

404 USACOE

- Nationwide Permit

USDA Forest Service

- Letter of Consent
- Mineral Materials Permit

TASK 3 – CONSTRUCTION PHASE SERVICES

3.1 Monitoring of Construction Operations for Contract Compliance

The Construction Manager/Engineer/Inspectors provided by the Consultant shall monitor the operations of the Contractor and Subcontractors for compliances with contract documents and document field construction operations. It is anticipated that many of the construction operations will require full time inspection in accordance with the County and Caltrans standards. Construction Management/Engineering services shall include the following activities:

- Bridge Construction
- Temporary Bridge Construction
- Monitoring settlement periods
- Earthwork (structure excavation and backfill)
- Bridge removal
- Cast-in-steel shell pile drilling, rebar and concrete placement
- Form construction and placement (abutments, columns, superstructure)
- Reinforcing steel placement (abutments, columns, superstructure)
- Concrete delivery, placement, and curing
- Falsework construction and grade checking
- Deck finishing, including profilographing if required
- Barrier rail and railing installation
- Concrete finishing
- Approach slab construction
- Joint seal assembly installation
- Railing construction
- Retaining wall construction

3.2 Materials Testing

1. Field technician services for observation, testing and documentation during earthwork, including, embankment placement, structure backfill, trench backfill, and subgrade preparation.
2. Field technician services for sampling and testing during structural concrete placements, including testing for penetration (slump), air-content, unit weight, yield, and temperature, and molding compressive strength specimens (cylinders). Samples will be handled, cured and tested in accordance with Caltrans test methods.

3. Part-time batch plant inspection services during production of structural concrete including checking mix design, checking aggregate batch weights, checking water/cement ratio, visual inspection of aggregates and sampling aggregates if necessary.
4. Laboratory testing of soil, aggregates, asphalt concrete, and Portland cement concrete materials including value, R-value, and concrete compressive strength testing.
5. Preparation of field observation reports and test data sheets. Documents to be made available on a daily basis or provided as requested.

3.3 General

The Engineer/Inspector shall be present at the project site on a full-time basis to provide a satisfactory level of monitoring the work. It is anticipated that most of the work on this project will require full time inspection per County and Caltrans standard procedures.

TASK 4 – POST-CONSTRUCTION PHASE SERVICES

4.1 Project Closeout

Following issuance of the Notice of Substantial Completion, the Resident Engineer will conduct a final walk-through with all project participants. The RE will add any items identified at that time to existing punch lists and a final punch list. This will include the repair of any outstanding property damage. In addition, the RE could require the contractor to obtain sign-off from outside agencies confirming that restoration has been completed and permit requirements have been satisfied. Completed contractor markups will be verified, additional information added from inspector markups and final record drawings, and delivered to the County. After deductions for liens and uncompleted punch lists work, final payment will be recommended to the County. All project files will be delivered to the County.

4.2 Final Project Report

A Final Project Report documenting all project contract administration and inspection activities will be prepared. The report will summarize information included in each monthly progress report, as well as additional pertinent information.

4.3 Caltrans Local Programs Compliance

The Resident Engineer will prepare the necessary project closeout forms to meet federal requirements.

Description of work to be done by Alpine County

The Community Development staff will provide general project oversight and liaison between the Consultant, Caltrans and other Local, State and Federal agencies responsible for oversight and approvals. The Alpine County Community Development staff will also participate in project oversight, as they are the lead agency for improvements in the County.

A. Environmental

Alpine County staff will provide the selected Consultant with the following:

- Construction plans, specifications and estimates
- All permits approved for construction
- Environmental documents approved for the project

B. Right of Way

Alpine County has obtained right of way from the adjacent property owner. The County has also obtained from the US Forest Service, Humboldt Toiyabe National Forest, a Letter of Consent to proceed with the project. There are no additional Right of Way requirements needed by CONSULTANT.

C. Surveys

It is not anticipated the CONSULTANT will have any responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

It is not anticipated the CONSULTANT will have any responsibility for making subsurface investigations. There will be borings or other specialized services made by the construction contractor under the supervision of CONSULTANT. Data recovery guidance regarding environmental issues can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency will be made available to CONSULTANT.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings shall be included in the fee.

G. Consultant Services During Construction

CONSULTANT's services during the course of construction will include material testing. Payment for this service shall be included in the fee.

H. Documentation and Schedules

CONSULTANT shall document the results of the construction work to the satisfaction of LOCAL AGENCY, and if applicable, the State (Caltrans) and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

I. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, is specified. Provision may be made for payment for additional copies.

ARTICLE III RESPONSIBILITY OF CONSULTANT

1.1 Independent Contractor; Control and Payment of Subordinate. Consultant enters into this Agreement as an independent contractor and not as an employee of the County. Consultant shall have no power or authority by this Agreement to bind the County in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or

subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

1.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the County.

1.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant or replaced with the written approval of the County which shall not be unreasonably withheld.

1.4 Coordination of Services. Consultant agrees to work closely with County staff in the performance of Services and shall be available to County staff, consultants and other staff at all reasonable times. County agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

1.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

1.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Administrator or Board of Supervisors determines in writing that Consultant's duties are more limited in scope than is warranted by the category designed by the County Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of the Agreement, County determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than we originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the County.

ARTICLE IV CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE V PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on 12-31-19, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE VI ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental cost, overhead and other direct costs) incurred by CONSULTANT in performance of work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination,

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Brian Peters
Community Development Director
50 Diamond Valley Rd
Markleeville, CA 96120

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$_____.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personal subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VII TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VIII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any cost for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE IX RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accounts (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE X AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, and incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it

is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XI SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XII EQUIPEMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before OCNSULATNT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as

having a useful replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in the amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sale price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XIII STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIV CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction

contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

**ARTICLE XV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION
(Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LCOAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVI PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that;
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with the federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVII STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVIII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary

exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the general Services Administration are to be determined by the Federal highway Administration.

ARTICLE XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contact to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXI DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who

obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this contract is 19%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only, with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime

consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Community Development Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to the public traffic. CONSULTANT shall comply with all of the requirements set forth in Division 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operations of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXVI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make it personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contact shall contain all of the provisions of this Article.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of the National Labor Relations Board.

ARTICLE XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXX RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all the provisions of this section.

The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptance. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement

of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payments or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXI INSURANCE

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

6.2 Types of Required Coverage. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligation under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" from CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense cost shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Section 1.8.1 Commercial General Liability and 1.8.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regarding to liability and defense of suits or claims arising out of the performance of the agreement. Additional insured Endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 1.8.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 1.8.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

ARTICLE XXXII OWNERSHIP OF DATA

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subconsultants to agree in writing that County is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by County.

County shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at County’s sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

- A. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).
- B. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXXIII ACCOUNTING RECORDS

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the County and its auditor’s accurate records or all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time one (1) year after the final payments under this Agreement are made to the Consultant.

ARTICLE XXXIV SUBCONTRACTING

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of County.

Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ARTICLE XXXV TERMINATION OF AGREEMENT

10.1 Grounds for Termination. County may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, County may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

ARTICLE XXXVI GENERAL PROVISIONS, NOTIFICATION and SIGNATURES

11.1 Delivery of Notices. All notices permitted or required under this agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

County:

County of Alpine
99 Water Street
Markleeville, California 96120
Attn: County Clerk

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant, unless a design professional, shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Pursuant to Civil Code section 2782.8, design professionals shall indemnify and defend county, its election officials, officers, employees, volunteers and agents for liability associated with the design professional's negligence, recklessness or the willful misconduct of the design professional. However, design professional's obligations to indemnify and defend as provided herein shall not exceed design professional's proportionate percentage of fault. In the event that one or more defendants is unable to pay their proportionate share due to bankruptcy or business dissolution, design professional shall meet and confer with other defendant parties regarding unpaid defense costs.

11.3 Law and Regulations. Consultants shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation County business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its elected officials, officers, employees, volunteers and agents free and

harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of Services.

11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the County, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the County under this Agreement may be assigned to a financial institution or to be trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the County.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alpine County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be constructed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALPINE

[INSERT NAME OF CONSULTANT]

By: _____
[***INSERT NAME***]
County Administrator or Board Chairperson

By: _____
[Name]
[Title]

Attest:

Attest:

By: _____
Teola L. Tremayne
County Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
County Counsel

EXHIBIT "A"
CONSULTANT PROPOSAL

[ATTACH CONSULTANT PROPOSAL]

ATTACHMENT 3

DBE INFORMATION

EXHIBITS 10-I, 10-O1, 10-O2 and 15-H

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 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 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 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: _____	14. TOTAL CLAIMED DBE PARTICIPATION		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 23. Local Agency Representative's Signature	_____ 24. Date	_____ 15. Preparer's Signature	_____ 16. Date
_____ 25. Local Agency Representative's Name	_____ 26. Phone	_____ 17. Preparer's Name	_____ 18. Phone
_____ 27. Local Agency Representative's Title		_____ 19. Preparer's Title	

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 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

ATTACHMENT 4

COST PROPOSAL

EXHIBITS 10-H2, 10-H3 and 10-K

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee _____ = _____ %

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	

(Add pages as necessary)

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:			\$	\$
Subconsultant 2:			\$	\$
Subconsultant 3:			\$	\$
Subconsultant 4:			\$	\$
Subconsultant 5:			\$	\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 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:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [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.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

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.
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

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:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation 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.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

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

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

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

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

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

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