

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
ROBINSON CREEK BRIDGE REPLACEMENT ON LAMBERT LANE
ON COUNTY ROAD 123A AT MILE POST 0.10**

This Agreement, dated as of _____, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Quincy Engineering, Inc.; 11017 Cobblersrock Dr., Suite 100; Rancho Cordova, CA 95670, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Engineering Services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services (A1 – A32)
- Exhibit B Payment Terms (B1 – B4)
- Exhibit C Insurance Requirements (C1 – C2)
- Exhibit D Disadvantaged Business Enterprise Information and Forms (D1 – D22)
- Exhibit E Required Federal Contract Provisions (E1 – E10)

Certain terms and provisions are required to be a part of this Agreement since COUNTY is utilizing federal funding to pay for the services of CONTRACTOR described in Exhibit "A". These terms and provisions are located in Exhibit "E" of this Agreement and, for the purposes of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from March 28, 2016 through December 31, 2020.

The total compensation to CONSULTANT under this Agreement shall not exceed six hundred twenty-six thousand dollars (\$626,000), pursuant to the terms of this paragraph. Work under this Agreement is being funded through grants obtained by COUNTY from the Federal Highway Administration, which will be split into two allocations, Allocation 1 and Allocation 2. Exhibit A specifies the work to be performed

with the funding from each Allocation. The compensation payable to CONSULTANT hereunder for Allocation 1 work shall not exceed two hundred eighty-eight thousand five hundred eighty dollars (\$288,580), which work is authorized to commence with the execution of this Agreement. Allocation 2 work, the compensation for which shall not exceed the amount of three hundred thirty-seven thousand four hundred twenty dollars (\$337,420), shall be authorized in writing by COUNTY following COUNTY's receipt of Allocation 2 grant funding. CONSULTANT shall not commence Allocation 2 work and shall not be entitled to receive compensation in excess of the Allocation 1 funding (\$288,580) without receiving written authorization from COUNTY to commence Allocation 2 work.

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

DEPARTMENT FISCAL REVIEW:

DEPARTMENT NAME: Mendocino County
Department of Transportation

Howard N. Dashiell, Director DATE

Budgeted: Yes No

Budget Unit: 3041

Line Item: 2184

Grant: Yes No

Grant No.: FHWA E-76, BRLO-5910(099)

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

**INSURANCE REVIEW:
RISK MANAGER**

By: _____
ALAN D. FLORA, Risk Manager

QUINCY ENGINEERING, INC.

By: _____

NAME AND ADDRESS OF CONSULTANT:

Quincy Engineer, Inc.

11017 Cobblerock Dr., Suite 100

Rancho Cordova, CA 95670

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONSULTANT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONSULTANT'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONSULTANT'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT 's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of' CONSULTANT s failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with' CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell, Director

To CONSULTANT: Quincy Engineering, Inc.
11017 Cobblestone Drive, Suite 100
Rancho Cordova, CA 95670
Attn: James Foster

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed

effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT 's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of

the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall

in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Professional Engineering Services shall not exceed \$626,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONSULTANT shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.
 - b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the

CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONSULTANT elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

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CONSULTANT AGREEMENT EXHIBIT A

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES ROBINSON CREEK BRIDGE REPLACEMENT ON LAMBERT LANE

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number B1302, the “Robinson Creek Bridge Replacement on Lambert Lane”.

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT. It is understood that the indirect cost rate for this multi-year contract will remain unchanged during the duration of the contract.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

Task numbers are for the organization of work as well as management of COUNTY’s program for all federally funded projects. Allocation 1 of this *Scope of Work* shall include all studies required to satisfy the NEPA and CEQA processes including Natural Environment Study (NES) and Initial Study and Mitigated Negative Declaration (IS/MND) reports, NEPA compliance and those required for permitting project construction and, funds permitting, engineered plans, 30% complete.

Allocation 2 of this *Scope of Work* shall include the CEQA IS/MND document, Foundation test borings and Reports, complete plans, specifications and detailed cost estimate; all required project permits and construction assistance.

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

For purposes of developing scope and costs, a project duration of 30 months from begin PE phase to end PE phase has been assumed, 20 months for phase 1 and 10 months for phase 2. Additionally, a single span cast in place concrete box girder bridge with single stage construction has been assumed for scope and cost development.

TASK 1 Project Management and Coordination

A simple database has been created as an Excel workbook. In it are the various data that are regularly requested in project forms. The workbook acts as a data document for the forms constructed as “merge” documents that glean data from the database. COUNTY will provide a copy of this data file and the accompanying Word documents.

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

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

Task 1.2 Coordination

- 1.2.1 Point of Contact – James L. Foster Jr.**, will be the single point of contact for maintaining liaison and coordination throughout the project with the County's Project Manager and other team leaders.
- 1.2.2 Project Data and Forms** – A file called "B1302_Proj Data.xlsx" will be provided by COUNTY. This file contains certain project data and is linked to an assortment of forms used in a typical project and may not be changed for any reason without consulting COUNTY. These forms are standard Caltrans forms adjusted for the end user and are mandatory for use. Forms are reviewed regularly for changes. Be found out of date, notify your project manager and COUNTY will update that form.
- 1.2.3 Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Robinson Creek Bridge Replacement on Lambert Lane.
- 1.2.4 Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: Replacement of existing concrete bridge with single-span reinforced-concrete bridge. Retaining wall SW of bridge will be replaced..
- 1.2.5 Project Short Description** – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description of: Bridge Replacement on Lambert Ln at Robinson Ck.
- 1.2.6 Project Coordination with County** – CONSULTANT Bridge and Roadway project engineers will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.
- 1.2.7 Project Work Plan** – CONSULTANT will develop, maintain and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the CONSULTANT'S Quality Control Plan.
- 1.2.8 Project Schedule and Budget Management** – CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include CONSULTANT'S internal Quality Control process and designated County review of submitted documents. CONSULTANT shall update

the Project Schedule as necessary, but definitely by the third week of March, June, September and December. COUNTY will be included in the distribution of all schedule updates. These may be included with monthly billing.

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

- 1.2.9 Periodic Reports** – CONSULTANT shall submit progress reports at least once each month. The reports shall be sufficiently detailed for the COUNTY to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

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

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

Consultant must have paid all costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub-CONTRACTOR levels must follow through to the invoice to COUNTY. Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected. COUNTY uses the Caltrans *Consultant/Contractor Travel Policy* for reimbursements for travel expenses. If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

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

A sample invoice is given in Consultant Agreement Exhibit B.

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

- 1.2.11 Prepare & Review LAPM/LAPG Project Exhibits** – CONSULTANT will review and prepare LAPM and LAPG project forms for COUNTY signature and submittal to the Caltrans Office of Local Assistance. Forms constructed as "merge" documents that glean data from the database will be provided by COUNTY. Assuming one set during project of forms 6A, 6B, 6D, 7A, 7B, 7C for cost estimating purposes.

- 1.2.12 Issue/Action Item/Decision Log** – CONSULTANT will develop and maintain a

project Issue/Action Item/Decision log.

1.2.13 Communication – CONSULTANT will use the project number, B1302, in e-mails, letters, transmittals etc.

1.2.14 Shipping – CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

Deliverables

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Three month Look Ahead Schedule
- Project LAPM/LAPG Exhibits, one set
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

Task 1.3 Design Quality Plan

CONSULTANT will prepare and implement a plan for Quality Assurance and Quality Control for the Project which will include Quality Control procedures to be used on all deliverables.

Deliverables

- Draft and Final Quality Assurance Program. Quality program will consist generally of internal reviews by Project Engineer/Project Manager for phase 1 deliverables and include comment summary forms for phase 2 PS&E deliverables.
- Quality Review Documentation and certification for all deliverables will be stated within the deliverable transmittal letters.

Task 1.4 Project Team Meetings

CONSULTANT will schedule, prepare for and attend Project Team Meetings with the County to review the scope of work and project goals, schedule, task progress and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person at the Department of Transportation offices or as a conference call. CONSULTANT assumes a total of 1 project team meeting per 6 months in the offices of the COUNTY (Total 4). Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.

Team meetings 1 per month will be held as conference calls through a service established by CONSULTANT (30-4=26 total).

Deliverables

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

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

- Meeting minutes within 1 week of meeting.

Task 1.5 Public Meetings

COUNTY shall arrange 2 public meeting for informing the public of the project and to solicit opinions of local residents about the project.

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

CONSULTANT will prepare one exhibit showing the general area around the bridge. A second exhibit will show the project area. A third will show details of the bridge, a fourth will show the proposed layout and profile etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board. (4 each per meeting)

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

Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience. Consultant Project Manager, Roadway Project Engineer and Bridge Project Engineer will attend and present at the meeting.

SERVICES TO BE PROVIDED BY COUNTY

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

TASK 2 Surveying and Mapping

As part of our work, SHN will gather data and documentation on existing property and right-of-way lines. After researching records, the project surveyor will develop a plan to assure that the all the necessary information is collected to support design, utility relocations, if any, and right-of-way determination.

Prior to commencement of the topographic field survey SHN will communicate with the Geotechnical consultant to insure the project area is marked for Underground Service Alert purposes to facilitate future geotechnical tasks as well as identifying utilities in the project mapping.

Topographic, streams and boundary field surveys will include all necessary work to produce topographic and cross section mapping as outlined in Task 2 of the Request for Proposal (RFP). During this effort the property corners identified on maps in the project vicinity and right of way monuments set on State Highway 128 that control the location of Lambert Lane where it crosses Robinson Creek will be surveyed.

In addition to the topographic field survey, the South Quarter Corner of Section 2, T. 13 N., R. 14 W. will be located or positioned base upon local record maps. The purpose of this survey is to establish the project location within Section 2 and to provide ties to the Section for use in plotting, right of way descriptions and Graphic Information Systems.

The field surveys will be compiled in AutoCAD Civil 3D (2013). All mapping will comply with the requirements for deliverables identified in Task 2 of the RFP.

Accurate locations of existing rights of way and boundary lines will be determined based

upon record title information, found monuments shown on recorded surveys in the project area and right of way monuments for State Highway 128.

The basis for the topographic, right of way and boundary related surveys will be State Plane Coordinate System NAD 83 horizontally and NAVD 88 vertically. Project surveys will be accomplished using only field survey techniques and will adhere to Caltrans survey manual for standards of accuracy, Caltrans survey manual for field procedures and the Caltrans safety manual for safe surveying practices.

Task 2.1 Control

The basis for the topographic, stream, right of way and boundary related surveys will be State Plane Coordinate System NAD 83 horizontally and NAVD 88 vertically.

Task 2.2 Boundary Survey

COUNTY requests surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This includes:

- Right of way and property research.
- Property and right of way mapping.
- Preparation of right of way plats.
- Completion of legal descriptions for property acquisition.
- Completion of records of surveys.
- Other boundary survey support for individual project needs.

The South Quarter Corner of Section 2, T. 13 N., R. 14 W. will be located or positioned base upon local record maps. The purpose of this survey is to establish the project location within Section 2 and to provide ties to the Section for use in plotting, right of way descriptions and Graphic Information Systems.

Task 2.3 Topographic Mapping

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

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to: pavement; utility markings, utility poles, driveway, fences, trees four (4) inches and larger, headwalls, bridges, retaining walls, decorative walls and any other pertinent information that could apply to the project during design.

Task 2.4 Surveying and Mapping for Roads

All road features, culture, utilities, other surface features and certain sub-surface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins
- Beginnings and endings of: curbs, gutters, flow lines, edges of traveled way, fences, gates, guard rails and other linear features, with intermediate shots as required
- For all driveways: driveway centerline stations and widths. With curb and gutter, top and bottom of curb transition and the back of the ramp portion of the driveway. Without curb and gutter, elevations for top and flow line of any ditch and culvert and sufficient nearby elevations to allow for proper design of approaches.
- Bridges: centerlines, corners, wingwalls, cross section of underpassing feature and

- other important points.
- Other culture: signs, building corners, trees (with diameter at breast height (DBH=54") noted if greater than 4"), parking lot corners, areas outside of the right of way and any other points pertinent to the project.
- Utilities: manhole covers, access shaft diameter and offset to manhole, manhole diameter and material, all pipe locations, sizes, materials and inverts; water valve covers and tops of operating nuts; fire hydrants; pad-mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and the lowest elevation of the lowest wires crossing street.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials and inverts; manhole covers, access shaft diameter and offset to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.
- Cross sections shall be taken at all stations ending in +00 and +50, at either end of the project and one fifty feet beyond both project limits. Cross sections shall extend to at least the right of way margin. Be the margin on a slope, the top or toe of slope will be included.
- At all BCs and ECs.
- At all BCRs or ECRs of any cross street.
- Grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.5 Surveying and Mapping for Streams

This will include stream cross sections as well as data to assess the impact of any road fill to either side of the stream.

Stream data shall include:

- Channel cross sections (with the recommendations of the hydraulics engineer) at ½, 1, 1½, 2, 3 and 4 stream widths downstream of the proposed bridge location and ½, 1, 2 and 4 stream widths upstream of the proposed bridge location.
- Approach road cross sections for 500 feet in both directions from the ends of the existing bridge, or as preferred by the hydraulics specialist, consistent with Task 2.4.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.6 Aerial Photogrammetry

For larger geographic areas, aerial photogrammetry may be requested, under the recommendation of CONSULTANT. COUNTY will provide an AutoCAD drawing base with the correct layer names etc. for use. For this project, project surveys will be accomplished using only field survey techniques.

Task 2.7 Digital Data Sources

For larger geographic areas with suitable land cover, data from a source as *Intermap Technologies* may be requested. *CONSULTANT will be responsible for acquiring data of the correct location and incorporation in to the project. This is not required for this project.*

Task 2.8 Right of Way Establishment and Legal Descriptions (Phase 2 Task 7.6)

Newly created Right of Way for the project shall be delineated, exhibits produced and the legal descriptions composed.

Task 2.9 Record of Survey (Phase 2 Task 7.6)

Any new monumentation placed as a part of the project will require the preparation of a Record of Survey following project construction. The Record of Survey will include the locations of the monumentation as a function of the section in which the project is located.

Deliverables

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

- ASCII text file containing field-gathered points, in a PNEZD format, and existing C3D surface and contours (1-foot interval) with name: AXXXX_Pts.txt (where AXXXX equals the MCDOT project number)
- File containing field-gathered points, as Survey Points, breaklines and the existing surface and contours (1-foot interval) with name: AXXXX_Pts.dwg
- AutoCAD drawing file containing the existing contours as polylines (1-foot interval), with name: AXXXX_SurfEx-PL.dwg
- AutoCAD drawing file containing field-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name f_AXXXX.dwg
- AutoCAD drawing file containing aerial-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name a_AXXXX.dwg
- AutoCAD drawing of cross-sections (1"=10' horizontally and 1"=1' vertically), with name dAXXXz_SSS, where SSS equals the MCDOT Street Designation
- C3D Traverse report for section lines, existing right-of-way center lines and any right of way legal descriptions

Task 2.10 Permitting Right of Way Investigations

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

SERVICES TO BE PROVIDED BY COUNTY

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

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

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

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

TASK 3 Geotechnical Investigations

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

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

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

Task 3.1 Field Exploration (Allocation/Phase 2)

Crawford and Associates, Inc. (CAInc) will perform a site-specific foundation study to evaluate the subsurface conditions for design of new structure foundations. The Foundation Report will include 2-3 sampled test borings extended to depths of approximately 50-60 feet below channel bottom. We expect the drilling to be difficult through coarse gravel and cobble sediments. If a new retaining wall is needed, an additional boring may be completed in the channel, if accessible, for wall foundations. For approach roadway design, CAInc will drill and sample a shallow test boring (5 to 10 ft deep) along both roadway approaches.

Shall include site reconnaissance and field tests.

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

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

Task 3.2 Laboratory Testing (Allocation/Phase 2)

Laboratory testing will likely include moisture content, unit weight, direct shear or unconfined compressive strength, sieve analysis, plasticity index, soil corrosion, and R-value for pavement design.

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

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

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

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

3.2.5 Other Hazardous Materials – CONSULTANT shall also test for other hazardous

materials when pertinent. These may include aerially deposited lead, asbestos-containing building materials, lead paint, metallic content of thermoplastic pavement markings and petroleum hydrocarbons. (See Task 3.5)

- 3.2.6 Bearing Capacity** – CONSULTANT shall perform laboratory tests to determine the bearing capacities of the soil samples.

Task 3.3 Preliminary Foundation Report

CAInc will prepare a Preliminary Foundation Report as part of alternatives analysis, Type Selection and preliminary cost estimates. The memorandum will be based on available subsurface data, as-built drawings, published geologic mapping and seismicity data, aerial photographs, preliminary project data and a site review. No subsurface exploration will be completed for this task.

The Preliminary Foundation Memorandum will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters consistent with current Caltrans practice; discuss roadway approaches, retaining walls and pavement options; and discuss foundation types, channel scour and liquefaction potential.

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

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

Task 3.4 Foundation Report (Allocation/Phase 2)

The Foundation Report will include a summary of the subsurface exploration; field and laboratory soils testing; "Log of Test Borings" drawing; seismic design criteria; liquefaction evaluation; corrosion evaluation; foundation recommendations per current Caltrans procedures for the bridge and retaining wall; approach earthwork recommendations with pavement sections; and construction considerations.

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

- 3.4.1 Grading** – CONSULTANT shall make earthwork recommendations.
- 3.4.2 Foundations** – CONSULTANT shall make foundation recommendations.

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

Task 3.5 Initial Site Assessment

Construction services will be defined in the final design phase of the project development process and will be added as an addendum

CAInc will prepare an Initial Site Assessment (ISA) to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. The ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10. The ISA will include:

- Review and discuss the project with the County of Mendocino and the design team.
- Review available project documents and reports, including existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, industrial parks, orchards, etc).
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- Review owner representative provided information, if available, regarding past and present operations conducted on the property to assess the potential for RECs.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform federal, state, and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.
- Conduct asbestos testing within the bridge concrete and lead testing of the bridge paint (if applicable). CAInc will collect one to two concrete samples from exposed portions of the bridge and submit one sample for laboratory analysis of asbestos (CARB 453). If applicable, we will sample the bridge paint at one location and submit for lead testing. Bridge materials will be obtained with hand tools.
- Based on the results of the database search, site review, land use and existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project area.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

Task 3.6 Channel Restoration at the Project Site

Michael Love and Associates (MLA) will provide professional services to the project team regarding Channel Restoration at the Project Site. The bridge replacement project will involve a channel restoration and bank stabilization component. To develop the most appropriate and self-sustainable solution for the site requires characterizing the historical and existing geomorphic and hydrologic conditions to sufficiently understand ongoing stream processes in the context of the bridge replacement project. With this understanding, the project team will develop the appropriate channel restoration and stabilization design that works with stream processes and is acceptable to the reviewing regulatory agencies and other stakeholders. MLA will attend a KO meeting on-site, 30% Review meeting on-site, and participate in a conference call. MLA will review and provide recommendations for limit of topo and cross section surveys of the channel to ensure adequate coverage, collect additional field geomorphic survey data, including reference reach geomorphic sections, thalweg survey of bed forms, pebble counts, and geomorphic sketch map, prepare a brief tech memo of geomorphic site characterization and channel and restoration recommendations, and review project descriptions, ect., associated with preparing environmental documents/permits. MLA would not create any hydraulic models but would obtain the RAS model prepared by other team members for use in design. We would also review the model domain at the beginning to ensure it adequately covers the project channel reach

3.6.1 Geomorphic Evaluation - The geomorphic evaluation task will include study of historical air photos, maps, bridge condition surveys, and other relevant material to understand the types of channel changes that have occurred and the potential cause. It will also involve a geomorphic field assessment of the project channel reach to identify areas with bank instabilities and lateral channel migration, features in the stream bed and bank forcing the plan and profile of the stream, locations and causes of sediment deposition and scour, changes in grade and sediment size. Typical hydraulic geometry upstream and downstream of the bridge will be measured, including active channel and bankfull widths and depths. The project geomorphologist and engineer will survey typical cross sections and extend the longitudinal profile of the channel thalweg beyond the length collected as part of the project topographic survey. Office analysis conducted as part of this effort will include evaluation of the channel profile to identify the current overall stable grade of the channel. The profile analysis will determine if the existing bridge crossing is functioning as a kick-point in the overall channel profile and preventing upstream incision, or only causing localized aggradation. It will also include estimating the low and high vertical adjustment potential of the channel bed over the service life of the new bridge, predicting channel response associated with changes in profile resulting from any proposed realignment, and determining if in-channel grade control is needed as part of the project. Other analysis will include calculation of channel width-depth ratios, sinuosity verses channel slope, bankfull discharge and discharge required to mobilize the characteristic sediment size transported by the channel. Bank shear stress will also be evaluated relative to maximum allowable shear stress for various types of stabilizing vegetation to evaluate effectiveness of different types of bioengineering bank stabilizing solutions.

3.6.2 Stream Restoration Design Approaches - Using findings from the geomorphic evaluation as well as the hydrologic and hydraulics analysis, preliminary stream restoration designs will be developed as part of the project. The approach to

channel restoration at the site is to accommodate the natural channel processes as much as possible while protecting the bridge structure, other adjacent infrastructure, and upstream and downstream channel bed and banks from adverse impacts. It is likely the project will involve some level of channel realignment, reconstruction and protection of channel banks, and possibly some form of channel grade control. There is a wide range of accepted techniques and approaches to accomplish these objectives. For this project, they may include use of bioengineering techniques to stabilize new or existing streambanks, such as willow wattle fences, willow mattresses, live stakes, willow fascines, or interplanting of RSP. Bank protection could also involve use of rock vanes, groins, or deflectors (depending on channel slope) to deflect high water velocities and encourage deposition along the toe of slopes. If channel-spanning grade control is needed to protect the upstream channel from incision, there are various solutions that provide fish passage and meet regulatory agency requirements. These include use of boulder weirs, rock chutes, and nature-like roughed channels. Some techniques are better suitable than others for specific site conditions and constraints. The design team will develop the channel restoration design in close coordination with the bridge replacement design, as they are highly inter-related. The restoration elements will be designed using results from hydraulic model developed for the project. Detailed engineering drawings and specifications will be developed for the restoration elements to ensure they are constructed as intended. Findings from the geomorphic evaluation and the basis for the channel restoration design will be summarized in the Bridge Type Selection Report.

Deliverables

The project Stream Restoration Engineer and Geomorphologist will conduct the project geomorphic evaluation. This includes:

- Review of historical air photos, maps, records, and other documents relevant to past channel changes
- Geomorphic channel survey of thalweg and reference reach cross sections
- Geomorphic field mapping
- Pebble counts to characterize streambed material gradation
- Channel profile analysis
- Evaluation of channel hydraulic geometry, bankfull discharge, and sediment mobility thresholds

Task 3.7 Construction Services (Optional Item)

Construction services will be defined in the final design phase of the project development process and will be added as an addendum. Services may include:

3.7.1 Compaction – CONSULTANT shall verify design compaction for footings, abutments etc.

3.7.2 Pavement Design – CONSULTANT shall verify compaction of roadway fill and the resulting R-value. Pavement design shall be verified prior to placement of any structural material.

Deliverables

- Draft submittals: one hard copy, and e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data

- to COUNTY.)
- Final reports: one bound printed copy more than required by the approving agency shall be submitted to COUNTY. All shall be signed. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Boring logs plotted in one or more DWG or DXF files

SERVICES TO BE PROVIDED BY COUNTY

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

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

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

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

TASK 4 Utility Co-ordination

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

All work under this task shall be compliant with the *Local Assistance Procedures Manual*, Chapter 14 and relevant portions of the *Right of Way Manual*.

4.1 Utility Letters A, B, C and D - CONSULTANT will provide a list of the various utility companies with names of contacts and mailing addresses, in a COUNTY–provided spreadsheet. COUNTY will send Utility Letters A, B, C and D to the various utilities with appropriate 35%, 50%, 65% and 100% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project and completion of the Caltrans Utility Information Sheet.

4.2 Utility Conflict Map and the Caltrans Reports of Investigations - CONSULTANT will prepare the Utility Conflict Map and the Caltrans Reports of Investigations.

4.3 Notices to Owners - CONSULTANT will prepare the Caltrans Notices to Owners on County letterhead and will send them to COUNTY for printing, signature and mailing.

4.4 Utility Coordination and Relocation Plan Review - CONSULTANT will also co-ordinate work with utilities and review facility relocation designs provided by the utility companies, including relocation schedules, to ensure they are consistent with the project design and proposed ROW.

Deliverables

- Mailing list as a data document in Excel (XLSX file) in COUNTY format
- Utility Conflict Map as a separate DWG file
- Utility Conflict Map as 11”x17” PDF files
- Completed Caltrans Reports of Investigation
- Completed Caltrans Notices to Owners

SERVICES TO BE PROVIDED BY COUNTY

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

COUNTY will send Utility Letters A, B, C and D to the various utilities.

COUNTY will sign and send the Caltrans Notices to Owner to the utilities.

COUNTY currently coordinates utility meetings for all projects on a periodic basis. This project will be added to the agenda and project progress addressed at each meeting.

TASK 5 Environmental Compliance

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts in accordance with Chapter 6 of the Local Assistance Procedures Manual.

CONSULTANT shall prepare documents for COUNTY to satisfy Federal and State environmental regulations. Tasks to be completed by CONSULTANT include preparation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) technical studies, agency permit applications and coordination and mediation of public meetings. All documents submitted to COUNTY shall include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT shall prepare all documents required by the Preliminary Environmental Study (PES) signed by Caltrans. All documents are to be completed to the satisfaction of COUNTY and Caltrans and CONSULTANT is responsible to make revisions and re-submit to COUNTY, based on comments received.

Deliverables

- Draft submittals: one hard copy, one e-mailed PDF and one Word DOCX files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachments and file handling services are not to be used to transfer any data to COUNTY.)
- Final reports: one printed bound copy more than that required by the approving agency shall be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.

Task 5.0 Environmental Project Management and Co-ordination

Working with the County and Caltrans, Quincy will initiate the environmental phase by accomplishing the following activities:

- Kick-off Meeting
- Review Background Reports
- Define Purpose and Need
- Develop Project Description/APE (working with project team)
- Field Visit with Caltrans Staff

Quincy will coordinate with the County and the project team to schedule and attend an initial (kick-off) meeting to discuss the various parameters of the project to ensure a sound project scope. After this meeting, Quincy will incorporate current design details to prepare a project description that meets the needs of the both the County (CEQA Lead Agency) and Caltrans (NEPA Lead Agency). The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. Site plans and conceptual design drawings will be incorporated into the project description. A draft APE Map will also be prepared as part of the project description to initiate the Section 106 process as soon as possible with Caltrans environmental staff.

Our scope assumes QEI participation in three (3) project team meetings, one (1) Caltrans field review meeting, and two (2) public workshops. As part of this task, Quincy will also ensure environmental team coordination and prepare progress reports. QA/QC procedures will be implemented throughout the life of the project as part of this task.

Gallaway Enterprises (Gallaway) will attend a kick off meeting, scope verification, project scheduling meeting, and the field review meeting either at the County or Caltrans District offices or at the project site to discuss communication and information exchange protocols , and confirm current project description applicability for use in all of the technical studies, and permit applications. It is our experience from working on similar bridge replacement projects located within sensitive habitats that use of a consistent project description in all technical studies facilitates the determination of project related impacts. The delivery of technical studies with concise, yet thorough project descriptions, defensible data analysis, and impact determinations also allows for an efficient permitting process. Gallaway Enterprises requires that the County approve a final project description that includes the stream realignment portion of the project, as practicable, prior to finalizing technical studies. Gallaway assumes the need for three (3) meetings to discuss and review the project.

Task 5.1 NEPA Compliance

The following description of required NEPA compliance technical studies for the project is based on our review of the PES approval letter (received from Caltrans) along with our experience with similar bridge replacement projects. Our team will conduct needed field work in accordance with current laws and applicable regulations and typical professional practice to prepare an administrative draft of each technical study/report for the County and Caltrans' review. Technical studies will be prepared to ensure consistency with Caltrans' Standard Environmental Reference and Environmental Handbooks. After revising the studies based on County and Caltrans comments, the reports will be included as appendices to the environmental document. Electronic copies of all final reports will be provided to the County in an acceptable format (e.g. MS Word and/or Adobe Acrobat).

Task 5.1.1 Traffic Study

Quincy will prepare a traffic technical memorandum that describes the appropriate traffic and circulation measures addressing, construction work hours, traffic controls, and roadway closures/detour options resulting from temporary construction activities within the study area for the proposed project.

Task 5.1.2 Construction Noise Memorandum

Construction activities may generate temporary noise impacts to surrounding land uses. A noise memorandum consistent with County and Caltrans guidelines will be prepared by Quincy and submitted for review by Caltrans District 1 environmental staff. In preparing the noise memorandum, a noise specialist will visit the project site and identify the location of surrounding land uses in comparison to the project site.

Task 5.1.3 Hazardous Materials – Initial Site Assessment (ISA)

Reader referred to Task 3 “Geotechnical Investigations” of this scope of work.

Task 5.1.4 Floodplains

Reader referred to Task 6 “Hydrology and Hydraulics” of this scope of work.

Task 5.1.5 Biological Resources

Consultation with the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NOAA-Fisheries) under Section 7 of the federal Endangered Species Act will be required based on preliminary site review and search of the California Natural Diversity Database (CNDDDB), which indicates the presence of federal and state listed salmonid species. Preparation of a biological assessment (BA) is required in order for Caltrans District 1 to initiate consultation with NOAA-Fisheries under Section 7 of the federal endangered species act. Based on prior experiences, Gallaway assumes that any potential Section 7 consultation will result in a “not likely to adversely affect” determination. If the majority of work is completed when the stream is dry, informal consultation may be the appropriate level of consultation for this project. Since federal funding would be required for the project, Caltrans, as the designated non-federal representative by the Federal Highway Administration (FHWA), would serve as the federal lead agency for any required Section 7 consultation with NOAA-Fisheries.

Gallaway will consult with NOAA-Fisheries, as appropriate, to review potential effects of the project to the species and develop mitigation measures to avoid or minimize adverse effects to federally listed species. The results of the field surveys and informal consultations with the NOAA-Fisheries will be compiled in a BA in accordance with the template in the Caltrans SER Volume 3, Chapter 4. Based on the location of the project within designated critical habitat and Essential Fish Habitat (EFH), Gallaway will conduct an EFH evaluation. An EFH evaluation will be conducted to determine if a EFH assessment is required to consult with NOAA-Fisheries. If the EFH evaluation determines that the project “may adversely affect” EFH and/or critical habitat then a EFH assessment will be prepared pursuant to the Magnuson-Stevens Fishery Act. Gallaway will also conduct a NOAA-Fisheries pile driving hydroacoustic analysis using the Caltrans hydroacoustic compendium if Robinson Creek is expected to contain flowing or ponded water during project activities or is found warranted after technical studies and/or agency consultation. Gallaway will be available to meet with representatives of NOAA-Fisheries and California Department of Fish and Wildlife (CDFW) to respond to questions and/or conduct a site visit, if necessary.

Deliverables

One (1) Draft BA document (1 hardcopy each and 1 electronic copies each (Word and .pdf))

One (1) Final BA per bridge (3 hardcopies each, 2 electronic copies each (Word and .pdf))

Quincy, County, and Caltrans Input:

Three (3) rounds of review of the BA document

Task 5.1.6 Natural Environment Study (NES)

Gallaway will prepare a draft NES following field surveys of the Biological Study Areas (BSA). The NES documents will be prepared taking into consideration the information obtained from the respective wetland delineations, field surveys, project specific impacts, water quality assessment technical memorandum, stream realignment plans, and mitigation. Based on our recent site visit and preliminary review of the CNDDDB, it appears that there suitable habitat for federal and state listed salmonids. Gallaway assumes that most work related to the bridge

construction component of the project can be completed when the creek is dry or with minimal flows. We further assume that all stream channel realignment/restoration work will be completed when the creek is dry. There is also suitable habitat and documented occurrences of state species of special concern, including foothill yellow-legged frogs, migratory birds, and raptors at the project site. Therefore, mitigation that would require avoidance and minimization measures can be expected. The project description and stream restoration plan will be crafted to establish on-site mitigation to compensate for all impacts to Waters of the United States.

Gallaway Enterprises will conduct botanical and biological surveys, including migratory bird surveys, per CDFW, California Natural Plant Society (CNPS), and all other appropriate protocols. Gallaway Enterprises will document all vegetation communities, plant species observed on-site and will report any sensitive species per CNPS and CDFW guidelines to the California Natural Diversity Database. The NES reports will follow Caltrans' most recent guidance and document formats.

Deliverables:

One (1) Draft NES to Quincy, County, Caltrans (1 hardcopy each and 1 electronic copies each (Word and .pdf))

One (1) Final NES per bridge (3 hardcopies each, 2 electronic copies each (Word and .pdf))

Quincy, County, and Caltrans Input:

Three (3) rounds of review of each NES document

Task 5.1.7 Waters of the United States

Gallaway Enterprises will delineate the boundaries of Waters of the United States (WOTUS), including wetlands and the ordinary high water mark of Robinson Creek, within the project APE, using methods prescribed by the U.S Army Corps of Engineers (ACOE). Maps will be prepared, utilizing GPS and GIS technology, on base topographic maps of the project site and/or aerial photographs of the site provided by the County. Results of the delineation will be provided in a report, which will be submitted to ACOE (US Army Engineer District, San Francisco) with a written request for a jurisdictional determination on behalf of the County. Gallaway will conduct a field review with ACOE personnel, if requested.

Task 5.1.8 Cultural Resources

A Historic Property Survey Report (HPSR), and Archeological Survey Report (ASR) will be prepared in accordance with the Caltrans SER, Volume 2. If the following preliminary studies lead to additional studies (e.g. Extended Phase 1 and/or Phase 2 treatment and data recovery plans) or if Eligible structures or potentially historic sites are discovered and State Historic Preservation Office consultation through Caltrans Local Assistance office is required, a contract amendment will be requested.

In preparing both the HPSR and ASR, Alta Archaeological Consulting, LLC (ALTA) is proposing the following the four sequential tasks. Each task requires specific methodologies and builds upon the preceding step. The four tasks are: (1) archive research, (2) Native American consultation, (3) field survey, and (4) preparation of required technical reports.

Task One: Archive Research. ALTA will perform a records search at the California Historical Resources Information System (CHRIS), Northwest Information Center (NWIC) located on the campus of Sonoma State University. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject property and within a one mile-radius of the

project area. In addition, ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area.

Task Two: Native American Consultation. ALTA will consult with the Native American Heritage Commission (NAHC) to request a check of the Sacred Lands files in order to identify any sensitive cultural resources present within the project area and to identify the appropriate Native American groups and individuals relevant to the project. ALTA will contact in writing all Native American groups and individuals identified by the NAHC to provide an opportunity for them to comment regarding the proposed undertaking. Comments and information provided by the Native American Community and government agencies will be provided in the final reports. As part of this project ALTA, will work with the County, Caltrans, and Tribes on specifically requested project features including, but not limited to, hiring study monitor(s), design element requests or replanting of vegetative species utilized by Native American people. ALTA assumes two meetings within the County. If more is needed for this item, a contract amendment shall be requested.

Task Three: Field Inventory. ALTA staff will conduct an on-site field reconnaissance of the project area that conforms to the standards for an intensive archaeological inventory. The field crew will survey the entire project area by walking transects spaced no greater than 10 meters apart, inspecting the ground surface for any cultural materials, and conducting limited sub-surface testing with hand tools to identify subsurface or near surface archaeological materials. All cultural resources observed during the survey will be documented using the standard Department of Parks and Recreation site recording forms. No artifacts will be collected as part of this project. Once the field survey and Native American consultation is complete, known archaeological sites, potential archaeological sites (horizontal and vertical), and historic architecture within the project, including location of potential project staging areas, will be identified in an updated APE Map.

Task Four: Preparation of Required Reports. ALTA will author an Archaeological Survey Report (ASR) in accordance with the standards established in Caltrans Environmental Handbook, Volume 2 (July 2001). This report will include a summary of the identification efforts undertaken in the study, consultation with agencies and tribal governments, provide a summary of archaeological findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources.

ALTA will author a Historic Property Survey Report (HPSR) in accordance with the standards established in Caltrans Environmental Handbook, Volume 2 (July 2001). This report will include a summary of the identification efforts undertaken in the study, consultation with agencies and tribal governments, provide a summary of archaeological findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources.

Optional Caltrans-Related Cultural Resource Studies - If historic buildings are present within the project area and cannot be avoided, and if additional resources are discovered, a Historic Resources Evaluation Report (HRER) in accordance with the standards established in Caltrans Environmental Handbook, Volume 2 (July 2001) will be completed by ALTA as an optional item. Additionally, given the sensitivity of local waterways to encounter subsurface historic or archaeological resources, Caltrans may

require the need for more detailed subsurface examinations of the APE. If required, ALTA will prepare an Extended Phase I study after consultation with the County and Caltrans staff. While the final scope of work for this study is dependent on the final APE and the extent of the resources encountered, the Extended Phase I identification efforts will focus on those portions of the project area that are most sensitive for containing buried intact historic or archaeological materials. Soils and sediments exposed in the excavation profile will be described and documented. Select soils samples will be placed in a 5-gallon bucket and dry screened through 0.25-inch (6 mesh) hardware cloth to recovery artifacts. Any cultural resources (i.e., historic or prehistoric artifacts or features) identified during the subsurface investigation will be documented and a preliminary assessment of their nature, extent, integrity, and significance will be completed.

Task 5.1.9 Farmlands

As described in the project understanding, no prime or unique farmlands are located within the study area. Consequently, Form AD 1006 will not be required under the currently assumed work program.

Task 5.1.10 Section 4(f)

No public lands or historic sites meeting the requirements of Section 4(f) of the Department of Transportation Act of 1966 are located within the study area. Consequently, a Section 4(f) Evaluation will not be required under the currently assumed work program.

Task 5.1.11 NEPA Documentation

As described in the County's RFP, Caltrans will prepare and submit the NEPA Categorical Exclusion (CE) to the County. Quincy will coordinate with Caltrans on completion of the NEPA CE and assist with preparation of the Environmental Commitments Record as appropriate. Quincy has assumed up to 16 hours of staff time available to be used at the discretion of County staff to assist Caltrans.

Task 5.1.12 Hydroacoustic Monitoring

Galloway assumes that pile driving will be completed when the creek is dry or flows are minimal, thus no salmonids would be present. If there are areas of ponded water in the vicinity (200m) of pile driving and fish are present in those pools, Galloway or the environmental compliance monitor, in consultation with the agencies, will remove the fish and transport them downstream. Thus, Galloway assumes that bio-acoustical monitoring will not be required nor conducted by Galloway during construction.

Task 5.1.13 Water Quality Assessment Report

The stream realignment component of the project triggers the need for Caltrans and NEPA compliant water quality assessment report. As previously mentioned there is no specific project description of the stream realignment component of the project; however, considering the timing of the project, extent of project, and the affected environment, Galloway believes that water quality impacts will be minimal and temporary. Thus we have proposed to prepare a technical memo consistent with Caltrans guidance documents, *Revised Scoping Questionnaire for Water Quality Issues, February 2010 and Water Quality Assessment Report, Content and Recommended Format, June 2012*. The technical memorandum will be an appendix to the NES.

Deliverables

One (1) Draft of Water Quality Assessment technical memorandum to Quincy (1 hardcopy each and 1 electronic copies each (Word and .pdf))

Quincy Input:

One (1) round of review

Task 5.2 CEQA Compliance (Allocation/Phase 2)

Quincy will prepare the Initial Study/Mitigated Negative Declaration (IS/MND) (including all necessary versions – administrative draft, draft, and final IS/MND) to comply with CEQA for the project. It is the goal of the IS/MND to support adoption of a MND by the County. The draft IS/MND will include:

- **Project Description.** This section will include a description of the project, its location, the purpose and need statement, the project alternatives, any responsible agencies who may rely upon the IS/MND, and a list of permits and other approvals required to implement the project.
- **Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures.** Using information from the technical studies, this section will identify the affected environment, including the regulatory setting and the baseline environmental conditions. The consequences of the proposed project will be analyzed for both the construction and operational phases. Cumulative impacts, i.e. the effects of the project in combination with other likely projects, will be assessed. Feasible mitigation measures will be identified, and the significance of the impact after incorporating mitigation measures will be discussed.
- **Comments and Coordination.** This section will describe the scoping process and any contacts or coordination with responsible and trustee agencies made during the preparation of the technical reports. Public comments and tribal consultation will be included here.
- **List of Preparers.** The List of Preparers includes all individuals, including consultants, that prepared or helped to prepare the environmental document and supporting technical studies.

As indicated above in **Task 5.1**, several technical memorandums will be prepared to support the NEPA and CEQA compliance process. **Table 1** below shows how the results of these technical memorandums and studies will contribute directly into the IS/MND.

**TABLE 1
RELATIONSHIP BETWEEN IS/MND ISSUES AND TECHNICAL STUDIES**

IS/MND Issues	NEPA Technical Studies
Hydrology and Water Quality	Floodplain/Hydraulics Study and Water Quality Assessment Report
Biological Resources	Natural Environment Study
Hazardous Materials	Initial Site Assessment
Noise	Noise Study Memorandum
Cultural Resources	Cultural Resources Technical Reports

To ensure that the final product is acceptable to the County, an outline of the document will be submitted to the project team for review before document preparation begins. Quincy will make the needed corrections and then prepare and submit public notices in the local newspaper and other applicable or typical publications for the 30-day public comment period. At the conclusion of the 30-day public comment period, we will meet with the County to discuss the comments received and the preparation of the final document. CEQA does not require preparation of a “final mitigated negative declaration” but the County must consider the comments received and any substantial environmental issues raised before adopting the MND. Comments and responses will be included in Chapter 3 of the Final IS/MND. Minor changes made as a result of comments received will be made to the document. Depending on the volume and nature of the comments, the hours allocated and budget may be reassessed at that time. This scope of work assumes that all substantial environmental comments can be adequately responded to without performing additional analyses.

In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Deliverables

Under task 5.2 of this scope of work, Quincy will provide the following deliverables

- Administrative Draft IS/MND (3 copies).
- Screen Check Draft IS/MND (3 copies).
- Public Draft IS/MND (30 copies plus one electronic copy). Notice of Completion for the State Clearinghouse and deliver it with 15 bound copies of the draft IS/MND, and 1 electronic copy of the draft IS/MND.
- Administrative Final IS/MND and MMRP (3 copies).
- Final IS/MND and MMRP (20 copies plus one electronic copy).
- CEQA Compliance Notices (i.e., Notice of Completion, etc.).
- Coordination with the State Clearinghouse.

Task 5.3 Project Permitting (Allocation/Phase 2)

Task 5.3.1 - Clean Water Act, Section 404 Nationwide

There are two components of the project that require permits for discharges in water of the United States (WOTUS), the bridge replacement and stream channel realignment components. Our permitting approach assumes the following:

- The stream realignment design will be completed in a manner so as not to be considered a stream channelization activity
- The bridge replacement and stream realignment components of the project are to be analyzed as one project with similar funding.
- The bridge replacement and stream realignment components of the project will be completed in one construction season, when the creek is dry or with minimal flows not capable of sustaining fish.

- The current stream channel will remain in place and serve as a high-flow or flood overflow channel, thus maintaining the physical area of riparian habitat and serving to increase aquatic resource functions and services.
- Compensatory mitigation for the stream realignment component of the project will not be required because there will be no net loss to WOTUS.
- Compensatory mitigation required for the bridge replacement project can be accommodated on-site via the stream realignment component of the project.
- Overall permanent impacts to WOTUS associated with the project will be less than ½ acre.

On behalf of the County, Gallaway will apply for a Nationwide permit 14 (NWP 14). A NWP 14 may not be used to cover the stream alignment component of the project, because “any stream modification is limited to the minimum necessary to construct or protect the linear transportation project, such modification must be in the immediate vicinity of the project.” Working more than 300 feet from the bridge replacement project may not be considered “in the immediate vicinity of the project”, therefore Gallaway proposes to use multiple nationwide permits to cover all project activities. Nationwide Permit General Condition 28 allows the use of multiple nationwide permits only “when the acreage loss of WOTUS authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit”. Gallaway will combine a NWP 14 and NWP 27 to cover all project related activities.

- Gallaway shall prepare a Pre-construction Notification (PCN) letter, which includes a wetland impact map.
- Gallaway will prepare a Riparian Habitat Restoration that describes potential on-site mitigation areas, site preparation and design, planting design and technique, maintenance, success criteria, and monitoring schedule. This Plan will be included as an attachment to the PCN.
- Gallaway assumes that the riparian mitigation plan will adequately address the ACOE’s mitigation requirements under Section 404. For purposes of this scope, detailed (i.e., engineering-level design drawings) mitigation planning and design are excluded from this scope of work.
- Gallaway will prepare a Biological Assessment for purpose of initiating Section 7 consultation with NOAA Fisheries. Depending upon Federal lead agency status, Gallaway will be available to respond to NOAA Fisheries requests for information. For this project NOAA Fisheries will issue a Biological Opinion, or if impacts are minimal we will suggest the Informal Consultation Process.
- The County will submit the application and Gallaway will serve as the permitting agent. Gallaway will respond to ACOE comments regarding the processing of the NWP authorization, requests for additional information, and scheduling site visits.

Task 5.3.2 RWQCB, Section 401 Water Quality Certification

Projects requiring a Section 404 permit from the ACOE must also obtain a water quality certification per Section 401 of the Clean Water Act. Gallaway Enterprises will prepare a water quality certification application per Section 401 of the Clean Water Act. The County will be

responsible for submitting the application to the Central Valley Regional Water Quality Board (Board) and Gallaway will serve as the County's permitting agent. Gallaway will respond to RWQCB comments regarding the processing of this application. The County will pay any required fees to the State Water Resources Control Board.

Task 5.3.3 CDFW, Section 1602 Streambed Alteration Agreement

Pursuant to the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the CDFW must receive a discretionary Streambed Alteration Agreement. Gallaway will prepare the application for the Streambed Alteration Agreement for the project per Section 1602 of the California Fish and Game Code. The application package will include a Riparian Restoration Plan that meets the requirements of CDFW.

The County will submit the application to the CDFW and Gallaway will serve as the County's designated representative to address any agency concerns. Gallaway will respond to CDFW comments regarding the processing of this application. The County will be responsible for pay all permit application fees required by the CDFW.

Task 5.4 Supplemental Activities (Optional)

If any studies require special equipment, labor or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

Task 5.4.1 Activities in the Right of Way – Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and the permit closed.

Task 5.4.2 Activities Outside the Right of Way – This work will require a Permission to Enter Agreement form completed by COUNTY. Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY.

SERVICES TO BE PROVIDED BY COUNTY

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

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

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

TASK 6 Hydrology and Hydraulics

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

For the Robinson Creek Bridge Replacement on Lambert Lane Project (Project),

WRECO will be responsible for the Preliminary Hydraulic Report and the Final Hydraulic Report. WRECO will attend the kickoff meeting and participate in four (4) conference calls with Mendocino County (County) and the Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project. WRECO will conduct a field investigation to better understand the related hydraulic design issues.

Task 6.0 Floodplains - WRECO will perform floodplain analyses with Appendix A (Caltrans Location Hydraulics Study Form) and Appendix B (Summary Floodplain Encroachment Form). The County will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. Floodplain studies required in LAMP Exhibit 6-A, Section B (Required Technical Studies and Analyses) are to be coordinated with Task 6 in an effort to minimize duplication of studies. Analyses are to be completed in accordance with the Caltrans SER, Volume 1, Chapter 17. These include descriptions of project alternatives to specifically address 23 CFR 650A, Section 650.111 (b)(c)(d), as well as requirements found in Chapter 804 of the Highway Design Manual. Where preliminary studies lead to a Floodplain Evaluation Report, the County will issue a contract amendment.

Task 6.1 Data Gathering

Task 6.1.1 Record Data - WRECO shall research historical hydraulic reports, floodplain analyses and mapping, Flood Insurance Rate Maps, and other sources for input to and verification of the studies.

Task 6.1.2 Anecdotal Data - WRECO shall consider anecdotal data from County staff, residents local to the project, geologic indications, and other sources for input to and verification of the studies.

Task 6.2 Planning Hydrology and Hydraulics Report - This report shall be prepared as a part of the environmental process. Modeling shall include the 50- and 100-year recurrence events. Flow results will be used for the existing bridge geometry and calibrated against gage data, field observations of high water marks and anecdotal data.

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

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

Deliverables

- Draft Preliminary Hydraulic Report (PDF, Word DOCX [2010] and 1 hard copy)
- Final Preliminary Hydraulic Report (PDF and 5 hard copies)

Task 6.3 Location Hydraulic Study - A Location Hydraulic Study shall be performed, if required. It utilizes the Location Hydraulic Study Form, which is included as "Appendix A." The form is to be completed in accordance with Volume 1, Chapter 17 of the Caltrans Standard Environmental Reference (SER). The use of this document is covered further in Task 5. The County will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional data in Task 5.1.4.

Task 6.4 Summary Floodplain Encroachment Report - A Summary Floodplain Encroachment Report shall be performed, if required. It utilizes the Summary Floodplain Encroachment Report, which is included as "Appendix B." The use of this document is covered further in Task 5. The County will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional information in Task 5.1.4.

Task 6.5 Floodplain Evaluation Report - A Floodplain Evaluation Report may be required as a result of the review of the Location Hydraulic Study and the Summary Floodplain Encroachment Report. This requirement will be performed as a change in contract scope. See additional information in Task 5.1.4.

Task 6.6 Design Hydrology and Hydraulics Report - Modeling shall include the 50- and 100-year recurrence events. Flow results will be used for the proposed bridge geometry for the three options being considered. This report shall be an extension of the Preliminary Hydraulic Report of Task 6.2 and shall use the same numeric modeling program and carry the same requirements for calibration. The target freeboard for the new bridge shall be one foot in the 100-year event.

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

Deliverables

- Draft Final Hydraulic Report (PDF, Word DOCX [2010] and 1 hard copy)
- Final Hydraulic Report (PDF and 5 hard copies)

Task 6.7 FEMA Map Revision (Optional) - Construction of this project may have an impact on the floodplain. Any change may require a change to the Flood Insurance Rate Map via the method requested by the Federal Emergency Management Agency (FEMA). If this is required, the County will issue a contract amendment.

Deliverables

- Draft submittals: one hard copy, and e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to WRECO.
- Final submittals: one printed bound copy more than required by the approving agency shall be submitted to County. All will be signed. The number required by the approving agency will be submitted by County.
- Upon approval of any report, one copy shall be submitted to County as a complete, uniformly bound, approved document and a duplicate as a PDF.

SERVICES TO BE PROVIDED BY COUNTY

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

TASK 7 Project Design

(Prior to Environmental Clearance)

Task 7.1 – Preliminary Project Design

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

construction cost. MLA will work with Quincy on preliminary channel layout and bank restoration/stabilization options for concept alternatives. MLA will develop preliminary development of preferred channel design (plan, profile, section) and channel stabilization (30% design - one sheet). MLA will review and coordinate with Quincy on bridge-channel layout.

Three alternative roadway alignments and three alternative bridge configurations will be developed.

The submittal should include right of way and utility research

Deliverables

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

Task 7.2 – Structure Type Selection

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

Task 7.2.1 Draft Bridge Type Selection Report

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

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

The draft Report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding from Caltrans. MLA will prepare a draft and final channel design TM to be included as supporting document in Bridge Type Selection Report.

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

Task 7.2.2 Type Selection Meeting

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

Task 7.2.3 Final Bridge Type Selection Report

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

Deliverables

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

(Following Environmental Clearance and as part of Allocation 2)

Task 7.3 65% Plans, Specifications and Estimate Submittal

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

Task 7.3.1 Civil Design & Drafting

CONSULTANT will complete the approach roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with COUNTY consultation). A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Temporary Detour Plan, Signing & Striping Plan and Erosion Control Plan sheets, using COUNTY-supplied title blocks. The MLA project Stream Restoration Engineer and Geomorphologist will develop the stream restoration and stabilization designs as part of the project design phase including design of the channel alignment, profile, shape, and bed and bank protection measures. MLA will prepare 65% plan sheets and specs (assumed up to 3 sheets) for channel design and assist with estimate for channel portion of project. MLA will provide coordination with Quincy on bridge-channel layout and review the PS&E.

Design and Plans can be developed using Microstation but will be provided in a format readable by AutoCAD.

Anticipated road plans are expected to be as follows:

Title Sheet	Drainage Details
Typical Section	Drainage Quantities
Layout (2)	Utility Plan (2)
Profile and Superelevation (2)	Construction Area Signs
Construction Details (3)	Traffic Handling Plan (2)
Stream Restoration Plans (3)	Traffic Handling Details
Erosion Control(2)	Traffic Handling Quantities
Contour Grading	Pavement Delineation and Sign Plans (2)
Drainage Plan	Summary of Quantities
Drainage Profile	

Task 7.3.2 Bridge Design & Drafting

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

Anticipated Bridge Plan sheets are expected to be as follows:

Bridge General Plan	Typical Section
Deck Contours	Girder/Slab Layout (2)
Foundation Plan	Girder Details
Abutment Layout (2)	Girder/Slab Reinforcement
Abutment Details (2)	Approach Slab Details
Abutment Details (RSP)	Log of Test Borings (Total 2)

Task 7.3.3 Quantities & Cost Estimate

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

Task 7.3.4 Draft Notice to Contractors and Special Provisions

CONSULTANT will develop a contract item list and prepare a Draft Notice to Contractors and Special Provisions. The technical special provisions required for construction of the project will utilize the Caltrans 2010 Standard Specifications and Standard Special Provisions.

Task 7.3.5 Quality Control Review and Independent Check

CONSULTANT will perform a quality control and constructability review of the draft 65% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction. An independent check of the bridge and road design and plans will be conducted.

Task 7.3.6 65% Plans, Specifications and Estimate Submittal

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

Deliverables

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

Task 7.4 90% PS&E Submittal

Includes: 90% project plans; 100% construction schedule, cost estimate and specifications and final geotechnical report. MLA will prepare 90% plans and specs (assumed up to 3 sheets) for channel design and assist with estimate for channel portion of project. MLA will provide coordination with Quincy and review the PS&E.

Deliverables

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

Task 7.5 Final Plans, Specifications and Estimate Submittal

The final project plans include horizontal control, construction, utilities, staging, signing and striping, structural plans and traffic management. MLA will prepare final sheets and specs (assumed up to 3 sheets) for channel design and assist with estimate for channel portion of project. MLA will provide coordination with Quincy and review the PS&E.

Deliverables

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

Task 7.6 Preliminary Right of Way

In compliance with Task 7.6 of the RFP, SHN will prepare four descriptions for permanent right of way acquisition and four descriptions for temporary right of way acquisition based on County provided title reports as necessary.

SHN will provide one trip to stake corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet, for use by the County and other consultants. Each flag set will be visible from each adjacent flag.

For preliminary right of way activities, certain data are needed to prepare one description for permanent right of way acquisition and one description for temporary right of way acquisition. COUNTY will provide title reports as necessary.

Provide one trip to stake corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet, for use by COUNTY and other consultants. Each flag set will be visible from each adjacent flag.

Deliverables

- Prepare Legal Descriptions
- Prepare Right-of-Way Plats
- Assist Right-of-Way Certification
- Stake Right-of-Way Limits, Easement and Lines
- Identify and coordinate any right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of survey (following project construction)

SERVICES TO BE PROVIDED BY COUNTY

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

COUNTY will complete property appraisals and provide property acquisition for right of way (pending application of Task 8).

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

Bid and Construction phase support services will be negotiated following the design phase as an amendment to this agreement.

TASK 8 Right of Way (Optional)

If required, this service will be added to the project with an amendment.

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

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

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

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

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

Deliverables

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

SERVICES TO BE PROVIDED BY COUNTY

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

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

TASK 9 Construction Assistance (Optional)

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

This will include but is not limited to:

- Shop drawing review
- Inspection of forms and bars prior to concrete placement
- Materials testing
- Quality control survey

Deliverables

- Copy of approved shop drawings for County records

SERVICES TO BE PROVIDED BY COUNTY

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

[END OF SCOPE OF WORK]

CONSULTANT AGREEMENT EXHIBIT B

COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
ROBINSON CREEK BRIDGE REPLACEMENT ON LAMBERT LANE

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
6. CONSULTANT agrees to adhere to Task 1.2.10 (Invoices) of Consultant Agreement Exhibit A.
7. The "fixed fee" in Consultant Agreement Exhibit E, *Mandatory Verbatim Language from Local Assistance Procedures Manual Exhibit 10-R (A&E Sample Contract Language)*, Article V.B., will be calculated from the total fee of the contract and invoiced as a pro rata of the direct costs and indirect costs for the current invoice and those of the entire contract.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
 Department of Transportation
 340 Lake Mendocino Dr
 Ukiah, CA 95482
 Attn: Nicolas Janopoporopulous
 MCDOT Project No.: BXXXXX
 S Fork Ten Mile Ck Bridge Replacement on Camp One
 Ten Mile Rd
 Services Period: 1Apr15-30Apr15
 Services Performed:

Invoice No.: 123
 Date: 17 December 2015
 Consultant Contract No.: C2F23
 MCDOT Contract No.: 123456

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
	Direct Cost Subtotal			\$54.92
	Indirect Cost Rate		103.57%	<u>\$56.88</u>
	Direct and Indirect Costs Subtotal			\$111.80
	Fixed Fee			<u>\$18.29</u>
				\$130.09

Reimbursables

Mileage				\$0.64
Shipping				<u>\$17.51</u>
	Reimbursables Subtotal			\$18.15

(Your firm name) Invoice Total \$148.24

Subconsultant Charges

Subconsultant 1, Invoice 1				\$1,250.00
Subconsultant 1, Invoice 2				\$500.00
Subconsultant 2				\$250.00

Total Due This Invoice \$2,148.24

Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
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Signed: _____
 Name

Robinson Creek Bridge Replacement on Lambert Lane - B1302

Quincy Engineering, Inc. Year 2016 Hourly Rates

Rates are effective January 1, 2016 through December 31, 2016

Labor by Classification	Hourly Rate
Principal Engineer/Principal-in-Charge	\$62 - \$84
Associate Principal Engineer	\$52 - \$75
Senior Engineer	\$46 - \$75
Associate Engineer	\$33 - \$60
Assistant Engineer*	\$26 - \$44
Senior Engineering Tech*	\$31 - \$48
Engineering Tech/Assistant*	\$19 - \$39
CAD Manager	\$33 - \$54
CAD Tech*	\$21 - \$36
Student Assistant/Intern*	\$16 - \$24
Administrative Assistant/Support Staff*	\$11 - \$39
Senior Project Manager/Proj Manager	\$52 - \$84
Project Engineer	\$36 - \$75
Resident Engineer/Bridge Rep	\$42 - \$73
Senior Inspector*	\$36 - \$63
Inspector*	\$22 - \$48
<u>Environmental</u>	
Environmental Manager	\$50 - \$65
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41
<u>Surveying - Field Classifications</u>	
Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125
Overhead Rate #	163.89%
<u>Other Direct Costs</u>	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.575/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$85 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes or as dictated by audit.
Misc.	Cost
<u>Fee</u>	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost.

Overhead rate is from 2014 and will be revised upon completion of audit for 2015

rate All rates subject to an annual escalation of up to 3.5% per year

The County and Quincy Engineering Inc. agree that for multi-year contract the indirect cost rate will remain in effect for the duration of the contract.

[END OF PAYMENT TERMS]

CONSULTANT AGREEMENT EXHIBIT C

COUNTY OF MENDOCINO

AGREEMENT FOR ENGINEERING CONSULTANT SERVICES

ROBINSON CREEK BRIDGE REPLACEMENT ON LAMBERT LANE

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONSULTANT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT's and subcontractors' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

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CONSULTANT AGREEMENT EXHIBIT DCOUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
ROBINSON BRIDGE REPLACEMENT ON LAMBERT LANE

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND FORMS

CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I “Notice to Proposers Disadvantage Business Enterprise Information”, below.

The various DBE-related documents will be due to COUNTY once the final contract amount has been agreed upon.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3.5 %.

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 “COUNTY”, 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 toward 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 subcontractors, 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 in the left menu 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-R A&E SAMPLE CONTRACT LANGUAGE

(Excerpted)

Article XX 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 3.5 %. 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 COUNTY 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 COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY 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 COUNTY's Contract Administrator within 30 days.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section**

1. **COUNTY Name** – 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 Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Services to be Provided** - 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.

COUNTY Section:

17. **COUNTY Contract Number** - Enter the COUNTY 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. **COUNTY Representative's Signature** - The person completing this section of the form for the COUNTY must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the COUNTY Representative.
22. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **COUNTY Representative Title** - Enter the position/title of the COUNTY Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Mendocino, Department of Transportation 2. Contract DBE Goal %: 3.5%
 3. Project Description: Robinson Creek Bridge Replacement on Lambert Lane
 4. Project Location: Lambert Ln (CR 123A) at Robinson Ck (MP 0.10)
 5. Consultant Name: Quincy Engineering, Inc. 6. Prime Certified DBE:

7. Description of Work, Services or Materials Supplied	8. DBE Certification Number	9. DBE Firm Contact Information	10. DBE %
COUNTY to Complete this Section		11. Total Claimed DBE Participation %	
17. COUNTY Contract Number: <u>160025</u> 18. Federal-aid Project Number: <u>BRLO-5910(099)</u> 19. Proposed Contract Execution Date: <u>March 28, 2016</u> COUNTY certifies that all DBE certifications are valid and the 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.		
20. COUNTY Representative Signature	21. Date	12. Preparer's Signature	13. Date
<u>Alicia Meier</u>	<u>(707) 234-2804</u>	_____	_____
22. COUNTY Representative's Name (Print)	23. Phone	14. Preparer's Name (Print)	15. Phone
<u>Acting Deputy Director, Engineering</u>	_____	16. Preparer's Title	_____
24. COUNTY Representative Title	_____	_____	_____

Distribution: (1) Original – Included with consultant’s proposal to local agency.
 (2) Copy – COUNTY files

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 AWARD DBE INFORMATION**Consultant Section**

1. **COUNTY** - 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. **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.

COUNTY Section

20. **Local Agency Contract Number** - Enter the COUNTY 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. **COUNTY Representative's Signature** - The person completing this section of the form for the COUNTY 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 COUNTY Representative.
25. **COUNTY Representative's Name** - Enter the name of the COUNTY 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. **COUNTY Representative Title** - Enter the position/title of the COUNTY Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTACT DBE INFORMATION

1. Local Agency: <u>County of Mendocino, Department of Transportation</u>		2. Contract DBE Goal %: <u>3.5%</u>	
3. Project Description: <u>Robinson Creek Bridge Replacement on Lambert Lane</u>			
4. Project Location: <u>Lambert Ln (CR 123A) at Robinson Ck (MP 0.10)</u>			
5. Consultant Name: <u>Quincy Engineering, Inc.</u>		6. Prime Certified DBE: <input type="checkbox"/>	7. Total Dollar Amount: \$ _____
8. Total Dollar Amount for ALL Subcontractors: \$ _____		9. Total Number of ALL Subcontractors: _____	
10. Description of Work, Services or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
COUNTY to Complete this Section		14. Total Claimed DBE Participation	\$ _____
20. COUNTY Contract Number: <u>160025</u> 21. Federal-aid Project Number: <u>BRLO-5910(099)</u> 22. Contract Execution Date: <u>March 28, 2016</u> COUNTY certifies that all DBE certifications are valid and the information on this form is complete and accurate:			_____ %
23. COUNTY Representative's Signature <u>Alicia Meier</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
24. Date <u>(707) 234-2804</u>		15. Preparer's Signature _____	
25. COUNTY Representative's Name (Print) <u>Acting Deputy Director, Engineering</u>		16. Date _____	
26. Phone _____		17. Preparer's Name (Print) _____	
27. COUNTY Representative's Title _____		18. Phone _____	
_____		19. Preparer's Title _____	

Distribution: (1) Original – COUNTY files
 (2) Copy – Email a copy to the 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.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. BRLO-5910(099) Bid Opening Date _____

The County of Mendocino established a Disadvantaged Business Enterprise (DBE) goal of 3.5 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “COUNTY Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the “COUNTY Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- 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):

Publications	Dates of Advertisement

- 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.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

- 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 made to assist interested DBEs in obtaining bonding, lines of credit or insurance and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

-
- F. Efforts made to assist interested DBEs in obtaining 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 (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

1. Contract Number 160025	2. Federal-aid Project Number BRLO-5910(099)	3. Administering Agency Mendocino County, Department of Transportation	4. Contract Completion Date		
5. Contractor/Consultant Quincy Engineering, Inc.	6. Business Address 1311017 Cobblersrock Drive, Suite 100, Rancho Cordova, CA 95670	7. Final Contract Amount \$	13. Date Work Complete		
8. Contract Item No.	9. Description of Work, Service or Material Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments	14. Date of Final Payment
				Non-DBE	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL	\$
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.					
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
21. County Representative's Signature		22. County Representative's Name		23. Phone	24. Date

Distribution: Original – County files. Copy – Caltrans District Local Assistance Engineer (DLAE). Include with Final Report of Expenditures
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 – FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

1. **COUNTY Contract Number** - Enter the COUNTY contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **COUNTY** - Enter the name of the COUNTY that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/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.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **COUNTY Representative's Signature** - A COUNTY Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the COUNTY Representative.

**INSTRUCTIONS – DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION
STATUS CHANGE**

1. **COUNTY Contract Number** - Enter the COUNTY contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **COUNTY** - Enter the name of the COUNTY that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **COUNTY Representative's Signature** - A COUNTY Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the COUNTY Representative.

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

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 "Safe Harbor Indirect Cost Rate for Consultant Contracts" found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Quincy Engineering, Inc.

Indirect Cost Rate: _____ *for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal Period Covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of Mendocino

Contract Number: 160024 Project Number: BRLO-5910(099)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California COUNTY to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of States in which the firm does business is _____.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 “Administration of Engineering and Design Related Service Contracts” to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature***: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in COUNTY Project Files.

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
 - 2) Retained in COUNTY Project Files

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his/her proposal/bid that he/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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/>	a. contract	<input type="checkbox"/>	a. bid/offer/application	<input type="checkbox"/>	a. initial
	b. grant		b. initial award		b. material change
	c. cooperative agreement		c. post-award		
	d. loan				
	e. loan guarantee				
	f. loan insurance				
For Material Change Only:					
year _____ quarter _____					
date of last report _____					
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime:		
<input type="checkbox"/>	Prime	<input type="checkbox"/>	Subawardee		
			Tier _____, if known		
Congressional District, if known _____			Congressional District, if known _____		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. Name and Address of Lobby Entity			11. Individuals Performing Services (including address if different from No. 10a)		
(If individual, last name, first name, MI)			(last name, first name, MI)		
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<input type="checkbox"/> a. retainer		
13. Form of Payment (check all that apply):			<input type="checkbox"/> b. one-time fee		
<input type="checkbox"/> a. cash			<input type="checkbox"/> c. commission		
<input type="checkbox"/> b. in-kind; specify: nature			<input type="checkbox"/> d. contingent fee		
			<input type="checkbox"/> e. deferred		
			<input type="checkbox"/> f. other, specify _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s) or member(s) contacted for Payment Indicated in Item 11:					

(attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached:					
17. Information requested through this form is authorized by Title 31 USC Sec 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____		
			Print Name: _____		
			Title: _____		
			Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- COUNTY Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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CONSULTANT AGREEMENT EXHIBIT ECOUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
ROBINSON CREEK BRIDGE REPLACEMENT ON LAMBERT LANE**LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 10-C CONSULTANT CONTRACT REVIEWER'S CHECKLIST**

(Additional Material to Complete the Exhibit)

1. CONSULTANT shall sign all estimates and engineering data and shall sign and seal all plans and specifications furnished. The seal shall include the California registration number of the licensed professional in charge of the work.

**MANDATORY VERBATIM LANGUAGE FROM
LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 10-R (A&E SAMPLE CONTRACT LANGUAGE)**

For federally-funded projects, Article IV through Article XVII are required to be included in the contract verbatim. An allowed change is the term "LOCAL AGENCY" to "COUNTY". See additional information on Page 1 of this Agreement.

Article IV Performance Period

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.

- A. This contract shall go into effect on March 28, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on December 31, 2016, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

Article V Allowable Costs and Payments

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the 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 COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY 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, COUNTY will pay CONSULTANT a fixed fee of \$7,174.15. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- 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, COUNTY 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 COUNTY'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 COUNTY 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 COUNTY's Contract Administrator at the following address:

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell, Director

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$626,000.
- 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 COUNTY's Contract Administrator.

For personnel 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.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination

- A. COUNTY 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. COUNTY 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY 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.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is six hundred twenty-six thousand dollars.

Article VII Cost Principles and Administrative Requirements

- 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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit

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 COUNTY 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, COUNTY, 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 accountants (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. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures

- 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 COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'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 COUNTY 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, an 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 COUNTY 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 COUNTY 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

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Article X Subcontracting

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY 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 COUNTY'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 COUNTY'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 COUNTY.
- D. Any subcontract in excess of \$25,000 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 COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

Article XI Equipment Purchase

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT 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 COUNTY'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 life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY 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 COUNTY in an 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 COUNTY procedures; and credit COUNTY in an amount equal to the sales 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 COUNTY and CONSULTANT, if it is determined to sell the equipment, the

terms and conditions of such sale must be approved in advance by COUNTY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates

- 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 of the provisions of this Article.
- 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 XIII Conflict of Interest

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY 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. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Article XIV 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 COUNTY employee. For breach or violation of this warranty, COUNTY 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 XV Prohibition Of Expending COUNTY State Or Federal Funds For Lobbying

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or COUNTY 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 this 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 XVI 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 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.

(For contracts with Federal funding, add paragraphs C & D)

- 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 the 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 XVII 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 judgment 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 COUNTY.
- 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.

EXCERPTS FROM

EXHIBIT 10-R A&E SAMPLE CONTRACT LANGUAGE

Article XVIII 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 contract to reflect any reduction of funds.

Article XXI 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, COUNTY 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 XXVII Claims Filed by Local Agency's Construction Contractor

- A. If claims are filed by COUNTY'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 its personnel available for consultation with COUNTY'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 COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. 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 COUNTY'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.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY 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 COUNTY 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 COUNTY's actions on the same, except to COUNTY'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 COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

Article XXIX 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 a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Consultant

CONSULTANT's performance will be evaluated by COUNTY. 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 XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- C. No retainage will be held by COUNTY from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 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 payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.