



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-24

For the meeting of: December 6, 2011

Date: November 4, 2011

To: Board of Supervisors

From: P Thomas K. Mattson, Public Works Director

Subject: REQUEST FOR PROPOSALS FROM ENGINEERING FIRMS FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR PINE HILL ROAD BRIDGE (04C-0173) OVER SWAIN SLOUGH

RECOMMENDATION(S): That the Board of Supervisors authorize the Director of Public Works to advertise and distribute the attached Request for Proposal (RFP) from qualified firms for design and project development services for construction of a new bridge on Pine Hill Road over Swain Slough. Further, authorize the Director to negotiate with the selected firm to develop a contract for review and authorization by the Board of Supervisors.

SOURCE OF FUNDING: Road Fund - Federal Highways Administration Highway Bridge Program (HBP) and The Toll Credit Bridge Replacement Fund.

DISCUSSION: The Swain Slough Bridge is a 63-foot, three-span structure with a concrete deck on timber stringers. The bridge, constructed in 1955, is located on Pine Hill Road approximately 0.2 miles east of Elk River Road just south of Eureka, CA. Pine Hill Road provides access across Swain Slough to residential neighborhoods and connects to Herrick Street, a major arterial out of southern Eureka. The existing timber stringers are in poor condition as are the concrete support columns and the bridge has been categorized as both Structurally Deficient and Functionally Obsolete.

Prepared by Chris Whitworth CAO Approval Phillip Smith Hayes

REVIEW: Auditor County Counsel SBB Personnel Risk Manager TD Other

TYPE OF ITEM: X Consent Departmental Public Hearing Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT Upon motion of Supervisor Dendeneza Seconded by Supervisor Smith And unanimously carried by those members present, The Board hereby adopts the recommended action Contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No.

Dated: December 6 2011 Kathy Hayes, Clerk of the Board

Meeting of:

By: Jikki Turner

As a Transportation Equity Act for the 21st Century (TEA-21) bridge project eligible to receive toll credit funds dedicated to the Bridge Program, this project is funded at 100% of eligible costs through HBP for the environmental, design, right-of-way and construction phases.

The use of toll credit, first established in Section 1044 of the Intermodal Surface Transportation Efficiency Act (ISTEA), permitted the use of certain *toll* revenue expenditures as a *credit* toward the non-Federal matching share of all programs authorized by ISTEA and Title 23, thus the term "Toll Credit". Section 1111(c) of TEA-21 incorporated into 23 United States Code (USC) 120(j), toll credit provisions initially set forth in ISTEA. This provision allows the federal obligation to be increased up to 100 percent of project costs to the extent that credits are available.

The purpose of this bridge replacement project is to provide a road crossing that meets current highway design standards and accommodates local and regional transportation needs.

Design of a replacement structure will require environmental studies, geotechnical site investigations, a structural alternative analysis and the development of plans and specifications. The Department of Public Works has reviewed the time and expertise needed for this work and has neither the manpower nor the expertise to accomplish all of the work and is therefore recommending that the attached request for assistance be issued.

FINANCIAL IMPACT: The requested action will have no financial impact until contract negotiations are completed and the Board is presented with a design contract. This project is funded through the Federal Highways Bridge Program and the Toll Credits Bridge Replacement Program. There is no financial commitment until the Board approves the contract for this work.

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highways Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: Board may choose to not proceed with the distribution of the RFP at this time.

ATTACHMENTS:

REQUEST FOR PROPOSALS: DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR PINE HILL ROAD BRIDGE (04C-173) OVER SWAIN SLOUGH.



REQUEST FOR PROPOSALS:

**DESIGN ENGINEERING
AND
PROJECT DEVELOPMENT
FOR
PINE HILL ROAD BRIDGE (04C-173)
OVER
SWAIN SLOUGH**

ISSUED: DECEMBER 6, 2011

PROPOSALS DUE: JANUARY 13, 2012

**HUMBOLDT COUNTY PUBLIC WORKS
1106 SECOND STREET
EUREKA, CA 95501
(707) 445-7377**

GENERAL CONDITIONS

Introduction

The Humboldt County Public Works is requesting proposals for consultant services to develop plans for the replacement of the existing 3-span, 63-foot bridge over Swain Slough on Pine Hill Road in southern Eureka. The existing bridge (04C-0173) on Pine Hill Road has a reinforced concrete deck on timber stringers. Built in 1955, the bridge has a sufficiency rating of 44.6 and is considered structurally deficient.

Proposal Submission Process

Proposals will be accepted no later than 4:00 p.m. on January 13, 2012. The County reserves the right to not accept late submissions. Three (3) copies of the proposal are to be submitted to the following location:

Attention: Chris Whitworth, Deputy Director
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

A selection Committee, established by the County, will review proposals received by the above-designated deadline, develop a shortlist of qualified consultants, and develop a final ranking of the most qualified proposals. Depending upon the relative quality of proposals, the County may invite short listed firms to interview with County staff and to present their firm's interest and qualifications for this project. Proposals will be evaluated based on the criteria listed in Section VI and the relative weight of each criterion.

The County plans to announce the top ranked firm(s) within fourteen (14) days after the deadline for submitting proposals, or if necessary, after interviews have been conducted. The selected firm will then be asked to submit a detailed fee and scope of work within one week. The County will enter into contract negotiations with the top ranked firm. If negotiations are not successfully concluded, the County will enter into negotiations with the next highest-ranking firm. The consultant's work is anticipated to begin in February 2012.

Project Administration

The County of Humboldt will issue the contract and Public Works Engineering and Natural Resources personnel will supervise and manage the project. A sample of the Bridge Replacement Professional Services Agreement is attached for your review. You are requested to confirm receipt of and to include any comments on the sample agreement in your proposal. Please note this is a federal aid contract and federal contract guidelines will apply.

The selected consultant is expected to maintain key staff referenced in the proposal on the project and provide all transportation and communication requirements for their own personnel.

Nondiscrimination and Affirmative Action

During the performance of services under an Agreement, Consultant and any and all Subconsultants shall not discriminate or permit discrimination against any persons or group of persons because of race, religious creed, color, national origin, age, ancestry, physical disability, medical condition, marital status, or sex, in any manner prohibited by federal, state, or local laws. Consultant will comply with all applicable provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations. Consultant and any and all Subconsultants shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, sex, color, or national origin. Such actions shall include, but are not limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

Consultant shall include the provisions of this section in any and all subagreements with Subconsultants to perform services under an Agreement with the County. In the event Consultant or any Subconsultants fail to comply with the nondiscrimination clause of an executed Agreement between the parties or with any such rules, regulations or orders, said Agreement may be canceled, terminated or suspended, in whole or in part, and Consultant and any and all Subconsultants may be declared ineligible for further contracts.

Consultant and any and all Subconsultants shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and the regulations of the Department of Transportation issued hereunder (49 CFR Part 21).

Disadvantaged Business Enterprise (DBE) Participation

This contract will be partially funded with federal funds and is, therefore, subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of work resulting from the RFP. Any Agreement resulting from this RFP will incorporate by reference the requirements of 49 CFR Part 26. Failure of Consultant or any or all Subconsultants to carry out these requirements will be considered a material breach of said Agreement, which may result in the termination of said Agreement or such other remedy as the County deems appropriate.

THIS CONTRACT IS SOLICITED WITH A **0.90%** DBE PARTICIPATION GOAL.

A DBE must be a small business firm defined pursuant to 49 CFR Part 26 and be certified through the California Unified Certification Program (CUCP).

"Notice of Proposers – DBE Information" and Standard Agreement for Subcontractor/DBE Participation" are attached in this RFP and are also a part of the contract provisions.

Prevailing Wage

Consultant shall comply with the State of California's Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770-81, and all federal, state and local laws and ordinances applicable to work.

Section 1720 of the *State Labor Code* which states in part: "For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work."

Wage guidelines entitled, *Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering (A&E) Contracts* is used to administer Caltrans Consultant contracts and is available at:

http://www.dot.ca.gov/hq/construc/A&E_Guidelines/A&EGuidelines.pdf

Wage information is available through the Caltrans Division of Local Assistance web site at:

http://www.dir.ca.gov/dlsr/statistics_research.html

Fees

Consultant fees shall be negotiated and established on a time and material basis with a not to exceed amount, supported by an agreed schedule of rates and mark-ups. The provisions of 48 CFR, Part 31, *et seq*, "Cost Principles and Procedures," and 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" will apply to the consultant contract and to all subcontracts in excess of \$25,000.

Progress invoices will be paid on a monthly basis related to the progress of the work. Fees for sub-consultants involved in this project hired by the consultant shall be approved by the County in advance of incurring such fees. County reserves the right to change the funding of the project.

PROPOSAL REQUIREMENTS

Proposals shall be no more than 25 single-sided pages, excluding cover letter and detailed resumes included in appendix. Please prepare your proposal in accordance with the following requirements:

Cover Letter

The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to providing Design services to Humboldt County for this project. The person authorized by the firm and/or team to negotiate a contract with the County shall sign the cover letter.

Proposal

1. Provide brief introduction to project team and overall summary of qualifications and interest for this particular project. Identify prime consultant(s) and any subconsultants.
2. Provide an organization chart, including identification of proposed key personnel by name and firm. Describe each key person's role on the project team, including identification of the project engineer who will be committed to the project for its duration. Proposed personnel shall be able to perform all services listed in Scope of Services section above.
3. State the qualifications and experience of the consultant team firms and specific qualifications for all proposed key personnel. Please emphasize the specific qualifications and experience relevant to this project. The County is particularly interested in consultant's experience providing similar bridge designs.

For each key team member, provide at least three references (names and phone number) from work within the past five years that is similar to this project. Include a brief description of the work associated with the reference and the role of the respective team member.

The County expects key team members to remain on the project throughout its duration.

The County will not permit replacement of key team members without prior consultation and approval, unless the circumstances are beyond the consultant's control. Describe any workload/availability issues for proposed key personnel that would be assigned to the project.

4. Provide up to four project descriptions that involved work similar to this project that was performed by the presenting team. The project write ups shall include basic project information including owner contact information, brief description of project, specific difficulties encountered, construction cost and any relevant staffing roles and accomplishments by the presenting team.
5. Provide information specific to your approach on this project for those items listed in Scope of Services section above. Include what you believe are the major project emphasis and challenges as well as your approach to assisting in the project success. Approach should include measures Consultant team will take with public relations in the development of replacement alternatives.
6. Provide a proposed staffing chart showing estimated hours by year for anticipated services necessary for this project. Chart shall include identification of hours for each key staff member (in addition to total anticipated hours for entire team).
7. Include a statement acknowledging receipt of County's sample consulting services agreement and provide any comments on it. Please note this is a federal aid contract and federal contract guidelines will apply. The selected consultant will **NOT** be subject to a pre-award audit by Caltrans as the threshold for audits has been raised above the expected cost of this design.
8. Complete and submit required federal forms (See Attachment 2).

9. Attach detailed resumes for Key Staff Members as an appendix to your proposal. Include statement acknowledging receipt of the “Notice of Proposers – DBE Information” and Standard Agreement for Subcontractor/DBE Participation”.

EVALUATION CRITERIA

Evaluation Criteria and Weighting	
Criteria	Maximum Points
Project Understanding	10
Experience of Design Engineer and key staff	30
Proposed Staffing Plan	10
Comparable Experience <ul style="list-style-type: none"> • Bridge Design • Hydraulic Analysis • Geotechnical Testing • Federalized projects 	40
Alternatives Analysis	10
Total	100

SCHEDULE FOR RETENTION OF CONSULTANT TEAM

January 13, 2012 **Proposals are due no later than 2 p.m. at:**

**Humboldt County Public Works
1106 Second Street
Eureka, CA 95519**

January 20, 2012 Consultant interviews, as necessary

February 14, 2012 Board of Supervisors executes contract

FOR MORE INFORMATION

For further information regarding this project contact:

Chris Whitworth
Deputy Director
Humboldt County Public Works
1106 Second Street
Eureka, CA 95501
Phone: (707) 445-7377
email: cwhitworth@co.humboldt.ca.us

For questions regarding the access to documents available on the County web page contact:

Rob Burnett
Design Department
1106 Second Street
Eureka, CA 95501
Phone: (707) 445-7377
email: rburnett@co.humboldt.ca.us

Attachments:

- 1) Sample Professional Services Agreement
- 2) Federal Forms to be submitted with Proposal:

Disadvantaged Business Enterprise

- Notice to Proposers Disadvantaged Business Enterprise Information - Exhibit 10-I
- Standard Agreement for Subcontractor/DBE Participation - Exhibit 10-J
- Local Agency Proposer UDBE Commitment - Exhibit 10-O1
- Local Agency Proposer DBE Information - Exhibit 10-O2
- UDBE Information – Good Faith Effort - Exhibit 15-H

Federal Lobbying Restrictions, Title 31 U.S.C. Section 1352

- Nonlobbying Certification for Federal-aid Contracts - Exhibit 10-P
- Disclosure of Lobbying Activities, Standard Form – LLL and Instructions - Exhibit 10-Q

GENERAL PROJECT INFORMATION

Project Background

The Swain Slough Bridge is a 63-foot, three-span structure with a concrete deck on timber stringers. The bridge, constructed in 1955, is located on Pine Hill Road approximately 0.2 miles east of Elk River Road just south of Eureka, CA. Pine Hill Road provides access across Swain Slough to residential neighborhoods and connects to Herrick Street, a major arterial out of southern Eureka. The existing timber stringers are in poor condition as are the concrete support columns and the bridge has been categorized as both Structurally Deficient and Functionally Obsolete.

Project Schedule

Date	Milestone
February, 2012	Execute Consultant Contract
August, 2012	Complete Environmental Documents
February, 2013	Complete Bridge Plans and Specifications
May, 2013	Bid Project for Construction

RELEVANT PROJECT DOCUMENTS

- 2011 site aerial topographic survey
- Preliminary Environmental Study (PES) report

SCOPE OF SERVICES

General

The selected consultant team will provide all professional services necessary to prepare documents for the construction of Swain Slough Bridge (04C-0173) on Pine Hill Road (3J430). These services shall include but not be limited to bridge type selection, constructability report, geotechnical investigations, hydraulics analysis and engineering design. In addition, the consultant will work with the Humboldt County Natural Resources Department assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

A critical component of both the design and environmental phases will be the maintenance of consistent communication and consultation with the Humboldt County Department of Public Works and the California Department of Transportation (Caltrans).

This project shall be prepared using the Standard System of Units.

All work shall be prepared in accordance with Caltrans engineering standards and formats and in accordance with the following Caltrans documents: Project Preparation Manual, Highway Design Manual, Standard Specifications, Standard Plans, Standard Special Provisions, Memos to Designers, Bridge Design Details, Bridge Design Aids, and Bridge Design Specifications, as well as with the Standard Specifications for Highway Bridges as adopted by the American Association of State Highway and Transportation Officials (AASHTO). Consultant shall prepare work in conformance with the standards listed above unless directed otherwise by the County.

All design documents, including preliminary plans, specifications, and bid documents shall be submitted to Humboldt County for review and approval prior to their submission to any outside agencies. The Consultant shall submit copies of design calculations, quantity calculations, geotechnical reports, and any other reports prepared in connection with the project.

The Consultant shall prepare the bridge plans and specifications in an electronic format approved by the County. Upon final approval of the plans and specifications by the County, the Consultant shall submit the design plans and the specifications to the County both in hard copy and in electronic format.

All bridge plans and design calculations shall receive an independent detailed check. The independent check may be performed by an engineer in the prime firm, but not contained within the design team. The engineer checking design shall provide a certification, stamped with the seal of a California registered civil engineer, that the plans and specifications prepared by the Consultant have been checked and conform to applicable state and federal standards.

PHASE I - PRELIMINARY ENGINEERING

Phase I work will generally consist of performing a technical and economic analysis of select bridge types. Phase I will culminate in a preliminary engineering report which the County can present to Caltrans to document the bridge type selection for review and concurrence.

A. HYDRAULIC STUDIES

- A. Prepare Location Hydraulic Study in accordance with Caltrans LPP Manual, Volume III, Appendix J.
- B. Prepare Hydraulic Design Study in accordance with Caltrans LPP Manual, Volume I, Section 8.

B. GEOTECHNICAL RECONNAISSANCE

Geotechnical Reconnaissance for the Preliminary Phase shall include file review of previous studies in the area and review of published geologic and seismicity data; review of air photos; and initial geologic field reconnaissance.

The design phase will include a site-specific foundation investigation, including test borings, soil/rock laboratory testing, analysis and preparation of the foundation report. The specific scope

of work will depend on results of the preliminary phase, especially with respect to support locations, loads and approach configurations.

Test borings are anticipated at the abutment and pier locations to define subsurface conditions for new bridge design and construction. Data on the south side may be directly applicable to the new structure; elsewhere, borings to confirm depth to rock and rock quality are anticipated.

The field reconnaissance includes evaluation of present Mattole River channel conditions (including review of scour/degradation) and exposed rock conditions. Upon completion of this phase, a short summary letter would be prepared discussing site conditions, channel changes and migration trends, site seismicity, constraints affecting type selection and preliminary foundation data (including preliminary discussion of approach sections, fills and/or retaining walls).

C. SURVEYS

Review all current site surveys, including control survey, topographic and hydrographic surveys and coordinate any additional surveys necessary for design and hydraulic studies with the Humboldt County Public Works Survey Department.

D. TYPE SELECTION

Perform technical and economic analysis to select the appropriate, cost effective alignment and bridge type. General plans and preliminary cost estimates will be prepared for each option. As a minimum, options for bridge type to be considered are:

1. Cast in place, pre-stressed concrete slab
2. Cast in place, pre-stressed concrete box girder

The type selection report shall summarize and reference the other studies for this phase.

Deliverables for Phase I include:

- Bridge Site Data Submittal Package (BSDS)
- Hydrology/Hydraulics Report
- Geotechnical Foundation Report (w/ Boring Plan)
- Draft Foundation Plan
- Type Selection Report

PHASE II - ENVIRONMENTAL DOCUMENT PREPARATION AND PERMITTING SUPPORT

The Consultant will provide assistance to the Humboldt County Public Works Natural Resources Department as necessary for the preparation of State and Federal environmental documents. During Phase I, Consultant's project manager will conduct weekly telephone conferences with

County project manager and environmental coordinator to provide current information regarding design concepts and potential impacts to the environment. Consultant will provide CAD files of plan and sections of bridge alternatives to County for County's use in the environmental documents and public presentations. Consultant will participate in two public hearings for the environmental review process.

The Humboldt County Public Works Natural Resources Department will be the lead in the preparation of all environmental studies.

A. ENVIRONMENTAL MEETINGS

Consultant shall attend the following meetings to be held in Humboldt County:

- A. Project kick-off meeting with County and Caltrans staff (Public Works Office)
- B. One scoping session with regulatory agencies (Public Works Office)
- C. Public & Agency meeting (Eureka) – project review

B. SUPPLEMENTARY DESIGN

The Consultant will provide engineering services as necessary to assist and augment the environmental analysis of alternatives.

C. ALIGNMENT AND RIGHT-OF-WAY

Humboldt County currently owns right-of-way along the existing alignment. Additional right-of-way and/or easements may be required to accommodate the new bridge alternatives. The Consultant will delineate the additional right-of-way and/or easements required for the project. The County will be responsible for providing all necessary land surveys and securing the right-of-way and/or easements.

PHASE III - BRIDGE FINAL DESIGN

Consultant will prepare design for roadway bridge approaches and bridge structure for the selected alternative for the new Swain Slough crossing. This work will also include the preparation of traffic control plans, construction plans and specifications utilizing Caltrans Standards, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The design will also contain identification of any utilities that may need to be relocated as a result of the new crossing. Deliverables shall be as listed below:

A. 65% SUBMITTAL - UNCHECKED DETAILS

1. General Plan
2. Foundation Plan
3. Abutments Plan and Elevations
4. Piers Plan and Elevations (if applicable)
5. Girder layout (if applicable)
6. Typical sections
7. Test borings/Geotechnical Report
8. Traffic control plan
9. Cost Estimate
10. Outline specifications
11. Roadway and civil plans

B. INDEPENDENT REVIEW

Perform independent review of structural calculations and designs.

C. 100% SUBMITTAL - CHECKED DETAILS

1. Complete set of plans for construction
2. Draft specifications
3. Cost estimate
4. Independent check certifications
5. Design and check calculations
6. Quantity calculations
7. Construction Staging

D. FINAL SUBMITTAL - Incorporate 100% review comments into design

1. Complete set of bid documents including plans, specifications and contract provisions ready for reproduction and bidding.
2. Final cost estimate
3. Final structural design calculations
4. Final independent check calculations
5. Final quantity calculations
6. Tentative construction schedule
7. 4 scale (or metric equivalent) bridge deck contour plans
8. Final construction staging

PHASE IV - BID PHASE ASSISTANCE

Consultant will answer bidder's technical questions, prepare addenda, if necessary, attend pre-bid conference, review bids received, and make recommendation to County for award of bid.

PHASE V - ENVIRONMENTAL AND PERMITTING SUPPORT

Consultant will incorporate mitigation measures into plans and specifications if possible and will coordinate these activities with the County NR Department. Consultant will provide CAD files of bridge and alignment design to County for County's modification into figures for permit applications. County will prepare and submit permit applications. Consultant will provide technical language for County's incorporation into permitting applications.

ATTACHMENT 1

Sample Professional Services Agreement

BOS AGREEMENT NO. 594020
DPW AGREEMENT NO. 594020
PROJECT NO. 594020

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES

DESIGN ENGINEERING
AND
PROJECT DEVELOPMENT
FOR
PINE HILL ROAD BRIDGE (04C-0173)
OVER SWAIN SLOUGH

FEDERAL PROJECT NO. BRLO-5904 (112)

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the COUNTY OF HUMBOLDT, hereinafter called "COUNTY", and _____, a California corporation, hereinafter called "CONSULTANT".

ARTICLE I
INTENT OF AGREEMENT

1.01 WHEREAS, COUNTY requires professional, expert, and technical services of a temporary and occasional character. WHEREAS, COUNTY has no employees available to perform such services within the desired time period. THEREFORE, COUNTY hereby employs CONSULTANT to perform those professional services described in Article II hereof and agrees to pay the CONSULTANT for such services in the amount and at the time and in the manner specified in Article V hereof.

ARTICLE II
SERVICES OF CONSULTANT

2.01 CONSULTANT agrees to provide those technical, expert, and professional services as described in Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein by reference as though fully set forth herein.

2.02 CONSULTANT has inspected the project site for the purpose of determining the nature and scope of the engineering services required by this agreement.

2.03 The absence, omission, or failure to include in this Agreement items which are normally considered to be a part of engineering procedure or which involve professional engineering judgement shall not be used as a basis for submission of inadequate work or incomplete engineering performance.

2.04 COUNTY relies upon the professional ability and stated experience of CONSULTANT as a material inducement to entering into this Agreement. CONSULTANT understands the use to which COUNTY will put his work product and hereby warrants that all findings, recommendations, calculations, computations, plans and specifications shall be made and prepared in accordance with generally accepted engineering practices.

2.05 When the Agreement calls for preparation of project plans, specifications or estimates, they shall be in form acceptable to COUNTY. Project plan format shall conform with the current edition of the California Department of Transportation Drafting and Plans Manual.

2.06 When the Agreement calls for preparation of project plans, CONSULTANT shall submit with the design documents such backup information as required in Exhibit "A" to support review of said plans. They shall be in a form acceptable to COUNTY.

2.07 CONSULTANT shall utilize to the fullest extent possible the California Department of Transportation Standard Specifications, Standard Provisions, and Standard Plans (latest editions) unless other criteria are included in Exhibit "A".

2.08 CONSULTANT shall provide all printing and reproduction costs until final design is accepted by COUNTY, at which time CONSULTANT shall turn over to COUNTY all documents and design drawings. COUNTY shall print all documents necessary for bidding and construction purposes.

2.09 CONSULTANT agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to changes in size, complexity or character of construction. Such additional services shall be paid for by Supplemental Agreement and shall conform to the rates of payment specified in Article V hereof.

2.10 Responsibility for Others. CONSULTANT shall be responsible to COUNTY for its Services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

2.11 Documents. Reuse of any such materials by COUNTY on any extension of this project or any other project without CONSULTANT's written authorization shall be at COUNTY's sole risk. CONSULTANT shall have the right to retain copies of all such materials.

2.12 The CONSULTANT shall uphold claims of performance contained within the proposal submitted to COUNTY as part of the consultant selection process.

2.13 The CONSULTANT shall perform the work contemplated with the resources available within it's own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization from the COUNTY, except that which is expressly identified in the CONSULTANT's cost Proposal.

2.14 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

2.15 The COUNTY in advance of assigning work to a substitute subconsultant must approve any substitution of subconsultants in writing.

ARTICLE III SERVICE OF COUNTY

3.01 COUNTY shall provide full information as to its requirements for performance of the Agreement. Said information shall be described in Exhibit "A".

3.02 COUNTY shall place at the disposal of CONSULTANT all available information pertinent to the project.

3.03 COUNTY will examine all studies, reports, preliminary plans, specifications or other submittals from CONSULTANT and will render, in writing, decisions or comments pertaining thereto within fourteen (14) calendar days of receipt thereof. This is separate and apart from the time required for Caltrans review, if applicable.

3.04 COUNTY shall arrange for access to private property as required by CONSULTANT provided that such access is necessary for the performance of the engineering services described herein and that the owners or occupants of any parcel to which access is required do not consent to entry by CONSULTANT.

3.05 COUNTY shall be responsible for advertising, award of bid to successful contractor, execution of a construction contract, and complete contract administration, including construction staking, should these functions be required.

ARTICLE IV TIME OF COMPLETION

4.01 The execution of this Agreement by the COUNTY shall constitute the CONSULTANT's authority to proceed immediately with the performance of the work described in Exhibit "A". The parties hereto agree that time is of the essence in completing this contract.

4.02 CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit "B" Phases I and II, including final contract plans, specifications and cost estimates by **February 13, 2013**.

4.02A CONSULTANT further agrees to provide technical support to COUNTY through the advertisement for bids, evaluation of bids, selection of apparent low bidder and construction contract award processes. CONSULTANT's responsibility shall terminate 30 days following receipt of bids by COUNTY unless extended by mutual agreement of both parties.

4.03 If COUNTY requests significant modifications or changes in the scope of the project the time of performance shall be adjusted appropriately. The number of days of said extension shall be the final decision of COUNTY.

4.04 If performance of CONSULTANT's work is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbance, the time for CONSULTANT's performance shall be extended by a number of days equal to the number of days the CONSULTANT has been delayed. The COUNTY retains the right to cancel the contract with the CONSULTANT if said delay affects project funding.

ARTICLE V PAYMENT FOR SERVICES

5.01 COUNTY shall pay CONSULTANT for all engineering work required in the satisfactory completion of this Agreement an amount to be determined in accordance with the "Fee Schedule" attached hereto and marked Exhibit "D" and incorporated herein by reference as though fully set forth herein. The basis of payment for the services to be furnished shall be on an hourly rate plus non-salary expenses (other direct costs).

5.02 It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$_____ for that work as set forth in Article II, as described in Exhibit "B" of this Agreement and the attached Summary Cost Estimate.

5.03 Payments to CONSULTANT shall be based upon itemized invoices submitted by CONSULTANT. Invoices shall include a summary that identifies all applicable current costs with a summary of contract costs to date.

5.04 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31 et seq., shall be used to determine the permissibility of individual items of cost.

5.05 The 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.

5.06 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local governments, are subject to repayment by CONSULTANT to County.

5.07 Any subcontract in excess of \$25,000 entered into as a result of the Agreement shall contain all the provisions of this Article.

5.06 If COUNTY substantially alters the scope of work the maximum fee may be changed by Supplemental Agreement.

ARTICLE VI PROJECT INSPECTION AND ACCOUNTING RECORDS

6.01 For the purpose of determining compliance with Public Contract Code, Section 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 Agreement pursuant to Government code Section 8546.7, the ENGINEER, subconsultant, and the COUNTY shall maintain all the books, documents, papers, accounting records, and other evidence pertaining to the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Performance Period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to the books, records, and documents of the ENGINEER that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested in writing.

6.02 Any subcontract, in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this Article.

ARTICLE VII DISPOSITION OF FINAL PLANS

7.01 All original tracings of plans and specifications together with such backup data as required by this Agreement shall be and shall remain the sole property of COUNTY.

7.02 CONSULTANT's attention is directed to the required notice under Government Code Section 7550, which requires that: Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.

ARTICLE VIII
DISPUTES

8.01 CONSULTANT shall give the COUNTY written notice within fifteen (15) days of an event, thing, occurrence or other cause of an increase in the scope and cost of the work for which CONSULTANT believes additional compensation may be due. The written notice shall set forth the reasons that the CONSULTANT believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the dispute.

8.02 The notice of dispute filed by the CONSULTANT shall be in sufficient detail to enable COUNTY to ascertain the basis and amount of said dispute. The COUNTY will consider and make a determination within 30 days on the dispute filed by the CONSULTANT.

8.03 The Director of Public Works will make the final determination on any dispute.

8.04 The dispute shall not be a basis to delay prosecution of the Engineer's work, nor to alter the performance period set forth in Section 4.02. Engineer agrees to diligently pursue the work during the pendency of any dispute.

ARTICLE IX
TERMINATION OF CONTRACT

9.01 The COUNTY reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the CONSULTANT, or upon thirty (30) calendar days written notice to the CONSULTANT if terminated for the convenience of the COUNTY.

9.02 In the event the Agreement is terminated for the convenience of the COUNTY, the CONSULTANT shall be paid for the percentage of the work completed, relative to the total work effort called for under the Agreement, and for termination costs.

9.03 Within 60 days of the date the CONSULTANT is notified of early termination for the convenience of the COUNTY, the CONSULTANT shall prepare and submit to the COUNTY for approval, two separate supplemental cost proposals: 1) A final revised cost proposal for all project related costs to the revised termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

9.04 CONSULTANT shall provide all project related documents and correspondence required as part of the Scope of Work. Project related documents should be described, listed and identified as part of the final revised cost proposal. Project related documents should include all documents that are in complete and final form and which have been accepted as complete by the COUNTY, or documents in draft and/or incomplete form for those deliverables, which are in progress by the CONSULTANT and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

9.05 Separate final invoices for project related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the CONSULTANT is notified of acceptance of the final cost proposal by the COUNTY. Invoices shall be submitted in accordance with Article V.

9.06 The CONSULTANT shall notify any subconsultant and service vendor providing service under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service vendor shall result in the CONSULTANT being liable for the termination costs incurred by any subcontractor and service vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the CONSULTANT.

9.07 Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42(c) dealing with initial costs is not applicable for architectural and engineer contract terminations.

9.08 CONSULTANT agrees to release the COUNTY from any and all termination claims for services performed arising out of this Agreement or its early termination, upon acceptance by CONSULTANT of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement.

ARTICLE X RESPONSIBILITY FOR CLAIMS AND LIABILITIES

10.01 HOLD HARMLESS INDEMNIFICATION CLAUSE

CONSULTANT shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any willful misconduct, negligent act or omission of the Engineer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10.02 Insurance: CONSULTANT shall maintain the insurance specified in Exhibit "D" which is attached hereto and incorporated by reference as though fully set forth herein.

ARTICLE XI GENERAL COMPLIANCE WITH LAWS

11.01 It is understood and agreed that, the CONSULTANT will comply with all Federal, State, and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

ARTICLE XII
ENDORSEMENT OF PLANS

12.01 It is understood and agreed that the CONSULTANT will endorse reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.

ARTICLE XIII
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964 FOR FEDERAL AID CONTRACTS

13.01 COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 (hereinafter referred to as the Regulations) through Appendix C shall be incorporated by reference and made a part of this Agreement.

13.02 NONDISCRIMINATION. The CONSULTANT, with regard to the work performed by it after award and prior to completion of the agreement work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix A of the Regulations.

13.03 SOLICITATIONS AND SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

13.04 INFORMATION AND REPORTS: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, other sources of information, and its facilities as may be determined by the COUNTY, CALTRANS or the Federal Highway Administration (FHWA) to be pertinent to instructions.

Where any information required for the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY, CALTRANS or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

13.05 SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the COUNTY shall impose such contract sanctions as it or FHWA may determine to be appropriate including, but not limited to:

1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

13.06 INCORPORATION OF PROVISIONS: The CONSULTANT will include the provisions of paragraphs 13.01 through 13.06 of this ARTICLE XIII in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as CALTRANS or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the COUNTY enter into such litigation to protect the interests of the COUNTY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XIV INDEPENDENT CONTRACTOR

14.01 The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the COUNTY including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XV COVENANT AGAINST CONTINGENT FEES

15.01 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XVI
SUCCESSOR AND ASSIGNMENTS

16.01 The COUNTY and the CONSULTANT each binds himself, his partners, successors, and executors, administrators and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

16.02 Except as hereinabove set forth, neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other, however, the CONSULTANT reserves the right to assign the proceeds due under this Agreement to any bank or person.

16.03 In the case of the death of one or more members of the firm of the CONSULTANT, the surviving member or members, shall complete the engineering services covered by this Agreement.

ARTICLE XVII
INDEMNIFICATION

17.01 COUNTY will require the construction contractor to indemnify and name CONSULTANT as additional insured in the same manner as COUNTY is indemnified and named as additional insured by the construction contractor in contract between COUNTY and construction contractor.

17.02 Nothing in this Agreement shall be construed to give any person or entity other than COUNTY and the CONSULTANT any legal or equitable right, remedy or claim under this Agreement, except as may otherwise be provided for in this Agreement; and it shall be construed as being for the sole and exclusive benefit of COUNTY and the CONSULTANT.

17.03 COUNTY will disclose to the CONSULTANT the existence and nature of any other encumbrances, defects and circumstances with regard to the construction contract or the project that COUNTY is aware of and that may have and adverse affect upon the CONSULTANT's performance of Services under this Contract.

17.04 COUNTY will provide written notice of these limitations on the CONSULTANT'S obligations and responsibilities to the construction contractor prior to or concurrently with the CONSULTANT's assignment to perform construction management or inspection services for the project.

17.05 Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.

ARTICLE XVIII CERTIFICATION

18.01 CONSULTANT shall sign and include EXHIBIT "E": Debarment and Suspension Certification as a part of this contract.

18.2 CONSULTANT shall sign and include EXHIBIT "F": Non-Lobbying Certification as a part of this contract.

ARTICLE XIX NUCLEAR FREE COUNTY ORDINANCE

CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the forgoing certification is false or if CONSULTANT becomes a nuclear weapons contractor

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT "A"

GENERAL DESCRIPTION OF PROJECT

The selected consultant team will provide all professional services necessary to prepare documents for the construction of Swain Slough Bridge (04C-0173) on Pine Hill Road (3J430). These services shall include but not be limited to bridge type selection, hydraulics report, constructability report, geotechnical investigations and engineering design. In addition, the consultant will work with the Humboldt County Natural Resources Department assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

A critical component of both the design and environmental phases will be the maintenance of consistent communication and consultation with the Humboldt County Department of Public Works and the California Department of Transportation (Caltrans).

This project shall be prepared using the Standard System of Units.

All work shall be prepared in accordance with Caltrans engineering standards and formats and in accordance with the following Caltrans documents: Project Preparation Manual, Highway Design Manual, Standard Specifications, Standard Plans, Standard Special Provisions, Memos to Designers, Bridge Design Details, Bridge Design Aids, and Bridge Design Specifications, as well as with the Standard Specifications for Highway Bridges as adopted by the American Association of State Highway and Transportation Officials (AASHTO). Consultant shall prepare work in conformance with the standards listed above unless directed otherwise by the County.

All design documents, including preliminary plans, specifications, and bid documents shall be submitted to Humboldt County for review and approval prior to their submission to any outside agencies. The Consultant shall submit copies of design calculations, quantity calculations, geotechnical reports, and any other reports prepared in connection with the project.

The Consultant shall prepare the bridge plans and specifications in an electronic format approved by the County. Upon final approval of the plans and specifications by the County, the Consultant shall submit the design plans and the specifications to the County both in hard copy and in electronic format.

All bridge plans and design calculations shall receive an independent detailed check. The independent check may be performed by an engineer in the prime firm, but not contained within the design team. The engineer checking design shall provide a certification, stamped with the seal of a California registered civil engineer, that the plans and specifications prepared by the Consultant have been checked and conform to applicable state and federal standards.

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT "B"

SCOPE OF SERVICES

PHASE I - PRELIMINARY ENGINEERING

Phase I work will generally consist of performing a technical and economic analysis including bridge alignment and select bridge types. Phase I will culminate in a preliminary engineering report which the County can present to Caltrans to document the bridge alignment and type selection for review and concurrence.

A. HYDRAULIC STUDIES

1. Prepare Location Hydraulic Study in accordance with Caltrans LPP Manual, Volume III, Appendix J.
2. Prepare Hydraulic Design Study in accordance with Caltrans LPP Manual, Volume I, Section 8.

B. GEOTECHNICAL RECONNAISSANCE

Geotechnical Reconnaissance for the Preliminary Phase shall include file review of previous studies in the area and review of published geologic and seismicity data; review of air photos; and initial geologic field reconnaissance.

The design phase will include a site-specific foundation investigation, including test borings, soil/rock laboratory testing, analysis and preparation of the foundation report. The specific scope of work will depend on results of the preliminary phase, especially with respect to support locations, loads and approach configurations.

Test borings are anticipated at the abutment and pier locations to define subsurface conditions for new bridge design and construction. Data on the south side may be directly applicable to the new structure; elsewhere, borings to confirm depth to rock and rock quality are anticipated.

The field reconnaissance includes evaluation of present Mattole River channel conditions (including review of scour/degradation) and exposed rock conditions. Upon completion of this phase, a short summary letter would be prepared discussing site conditions, channel changes and migration trends, site seismicity, constraints affecting type selection and preliminary foundation data (including preliminary discussion of approach sections, fills and/or retaining walls).

C. SURVEYS

Review all current site surveys, including control survey, topographic and hydrographic surveys and coordinate any additional surveys necessary for design and hydraulic studies with the Humboldt County Public Works Survey Department.

D. TYPE SELECTION

Perform technical and economic analysis to select the appropriate, cost effective alignment and bridge type. General plans and preliminary cost estimates will be prepared for each option. As a minimum, options for bridge type to be considered are:

1. Cast in place, pre-stressed concrete slab
2. Cast in place, pre-stressed concrete box girder

The type selection report shall summarize and reference the other studies for this phase.

Deliverables for Phase I include:

- Bridge Site Data Submittal Package (BSDS)
- Hydrology/Hydraulics Report
- Geotechnical Foundation Report (w/ Boring Plan)
- Draft Foundation Plan
- Type Selection Report

PHASE II - ENVIRONMENTAL DOCUMENT PREPARATION AND PERMITTING SUPPORT

The Consultant will provide assistance to the Humboldt County Public Works Natural Resources Department as necessary for the preparation of State and Federal environmental documents. During Phase I, Consultant's project manager will conduct weekly telephone conferences with County project manager and environmental coordinator to provide current information regarding design concepts and potential impacts to the environment. Consultant will provide CAD files of plan and sections of bridge alternatives to County for County's use in the environmental documents and public presentations. Consultant will participate in a minimum of two locally convened meetings during the bridge design process.

The Humboldt County Public Works Natural Resources Department will be the lead in the preparation of all environmental studies.

A. ENVIRONMENTAL MEETINGS

Consultant shall attend the following meetings to be held in Humboldt County:

1. Project kick-off meeting with County and Caltrans staff (Public Works Office)
2. One scoping session with regulatory agencies (Public Works Office)

B. SUPPLEMENTARY DESIGN

The Consultant will provide engineering services as necessary to assist and augment the environmental analysis of alternatives.

C. ALIGNMENT AND RIGHT-OF-WAY

Humboldt County currently owns right-of-way along the existing alignment. Additional right-of-way and/or easements may be required to accommodate the new bridge alternatives. The Consultant will delineate the additional right-of-way and/or easements required for the project. The County will be responsible for providing all necessary land surveys and securing the right-of-way and/or easements.

PHASE III - BRIDGE FINAL DESIGN

Consultant will prepare design for roadway bridge approaches and bridge structure for the selected alternative for the new Swain Slough crossing. This work will also include the preparation of traffic control plans, construction plans and specifications utilizing Caltrans Standards, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The design will also identification of any utilities that may need to be relocated as a result of the new crossing. Deliverables shall be as listed below:

A. 65% SUBMITTAL - UNCHECKED DETAILS

1. General Plan
2. Foundation Plan
3. Abutments Plan and Elevations
4. Piers Plan and Elevations (if applicable)
5. Girder layout (if applicable)
6. Typical sections
7. Test borings/Geotechnical Report
8. Traffic control plan
9. Cost Estimate
10. Outline specifications
11. Roadway and civil plans

B. INDEPENDENT REVIEW

Perform independent review of structural calculations and designs.

C. 100% SUBMITTAL - CHECKED DETAILS

1. Complete set of plans for construction
2. Draft specifications
3. Cost estimate
4. Independent check certifications
5. Design and check calculations
6. Quantity calculations
7. Construction Staging

D. FINAL SUBMITTAL - Incorporate 100% review comments into design

1. Complete set of bid documents including plans, specifications and contract provisions ready for reproduction and bidding.
2. Final cost estimate
3. Final structural design calculations
4. Final independent check calculations
5. Final quantity calculations
6. Tentative construction schedule
7. 4 scale (or metric equivalent) bridge deck contour plans
8. Final construction staging

PHASE IV - BID PHASE ASSISTANCE

Consultant will answer bidder's technical questions, prepare addenda, if necessary, attend pre-bid conference, review bids received, and make recommendation to County for award of bid.

PHASE V - ENVIRONMENTAL AND PERMITTING SUPPORT

Consultant will incorporate mitigation measures into plans and specifications if possible and will coordinate these activities with the County NR Department. Consultant will provide CAD files of bridge and alignment design to County for County's modification into figures for permit applications. County will prepare and submit permit applications. Consultant will provide technical language for County's incorporation into permitting applications.

DPW AGREEMENT NO. 594020

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
EXHIBIT "C"

ENGINEERS FEE SCHEDULE

AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT "D"

INSURANCE REQUIREMENTS

- I. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting CONSULTANT'S indemnification obligations provided for herein, CONSULTANT shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees
 4. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
 5. Professional liability insurance/errors and omission coverage in an amount no less than \$2,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONSULTANT agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
 6. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

III. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that CONSULTANT shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, the CONSULTANT'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONSULTANT'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONSULTANT under this Contract.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONSULTANT shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IV. HOLD HARMLESS/INDEMNIFICATION CLAUSE:

- a. Engineer shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any willful misconduct, negligent act or omission of the Engineer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.
- b. Acceptance of insurance, if required by this Agreement, does not relieve ENGINEER from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by ENGINEER's operations regardless if any insurance is applicable or not.

EXHIBIT "E"

DPW AGREEMENT NO. 594020

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The ENGINEER and Subconsultant under penalty of perjury, each certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, 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 with the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exemptions will not necessarily result in denial of award, but will be considered in determining ENGINEER'S responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of ENGINEER

EXHIBIT "F"

DPW AGREEMENT NO. 594020

NON-LOBBYING CERTIFICATION

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____ and that neither I nor the above firm I hereby represent has:

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this agreement;
- (B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this certificate is to be furnished to the California Department of Transportation in connection with this agreement involving participation of Federal and/or State funds, and is subject to applicable State and Federal laws, both criminal and civil.

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT 2

Federal Forms to be submitted with Proposal

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Humboldt County Public Works LOCATION: Eureka, California

PROJECT DESCRIPTION: Design of Pine Hill Road Bridge (04C-0173) Over Swain Slough

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): 0.9%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: 594020

Federal-Aid Project Number: BRLO-5904(112)

Federal Share: 100%

Proposal Date: January 13, 2012

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Chris Whitworth _____ 11/4/2011
 Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: (707) 445-7377

Total Claimed UDBE Commitment _____ %

Signature of Proposer _____

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print) _____

Local Agency Proposer UDBE Commitment (Consultant Contracts)
 (Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Humboldt County Public Works LOCATION: Eureka, California PROJECT _____

DESCRIPTION: Design of Pine Hill Road Bridge (04C-0173) Over Swain Slough

TOTAL CONTRACT AMOUNT (\$): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: 594020
 Federal-Aid Project Number: BRLO-5904(112)
 Federal Share: %100
 Contract Award: February 13, 2012

Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.

Chris Whitworth _____ 11/4/2011
 Print Name Signature Date
 Local Agency Representative
 (Area Code) Telephone Number: (707) 445-7377

Total Claimed DBE Participation

\$ _____
 _____%

Signature of Proposer _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

For Caltrans Review:

Print Name Signature Date
 Caltrans District Local Assistance Engineer

Local Agency Proposer DBE Information (Consultant Contracts)
 (Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution.
 Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project. (2)
 Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT
 MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
 AREA CODE 707/FAX 445-7409

ARCATA-EUREKA AIRPORT TERMINAL McKINLEYVILLE		PUBLIC WORKS BUILDING SECOND & L ST., EUREKA		CLARK COMPLEX HARRIS & H ST., EUREKA	
AVIATION	839-5401	ADMINISTRATION	445-7491	NATURAL RESOURCES	445-7741
		BUSINESS	445-7652	PARKS	445-7651
		ENGINEERING	445-7377	ROADS & EQUIPMENT MAINT.	445-7421
		ARCHITECT	445-7493		
				LAND USE	445-7205

December 6, 2011

**NOTICE TO PROPOSERS
 DISADVANTAGED BUSINESS ENTERPRISE
 INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of 0.9% OR

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, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements 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 Contractor should 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 shall 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 UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall 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. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. 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 contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE 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 UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE 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 subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

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. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - 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
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE 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 Agreement 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 Agreement 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.