



COUNTY OF HUMBOLDT


AGENDA ITEM NO.

C-16

For the meeting of: March 14 2017

Date: February 17, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Request for Qualifications (RFQ No. DPW2017-002) regarding Design Engineering and Environmental Services for Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects

RECOMMENDATION(S):

That the Board of Supervisors;





1. Authorize the Director of Public Works, or a designee thereof, to advertise and distribute the attached Request for Qualifications (RFQ No. DPW2017-002) regarding Design Engineering and Environmental Services for Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects.
2. Authorize the Director of Public Works, or a designee thereof, to negotiate with the highest-ranking consultant to develop a consultant services agreement for review and approval by the Board of Supervisors.

SOURCE OF FUNDING:



Road Fund-Federal Highway Administration Highway Bridge Program, and the Toll Credit Bridge Replacement Fund

DISCUSSION:

The Humboldt County Department of Public Works desires to retain an experienced and qualified consulting firm to provide design engineering and environmental services for the development of plans

Prepared by	Tony Seghetti	CAO Approval	
REVIEW:			
Auditor	County Counsel 	Personnel	 - Risk Manager  Other
TYPE OF ITEM:			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Departmental			
<input type="checkbox"/> Public Hearing			
<input type="checkbox"/> Other			
PREVIOUS ACTION/REFERRAL:			
Board Order No. _____			
Meeting of: _____			

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT


Upon motion of Supervisor  Seconded by Supervisor 

Ayes     

Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Mar 14, 2017

By: 
Kathy Hayes, Clerk of the Board

for the construction of two full height, full length bridges to replace existing low level bridges over the Eel River on Holmes Flat Road and McCann Road.

The Holmes-Larabee Bridge (4C-171) is a three hundred and thirty-one (331) foot long, multi-span bridge. The bridge is located on Holmes Flat Road approximately one point seven (1.7) miles east of the Avenue of the Giants (State Route 254), near Redcrest, California. Holmes Flat Road provides access across the Eel River for timber companies, ranchers and local residents. The bridge was originally constructed in 1937 with timber deck and piles. It was sold to Humboldt County in 1959 and was modified shortly thereafter with a concrete deck reinforced with steel railroad rails. The existing structure is the same multi-span concrete slab bridge on timber piles. A 2013 inspection of the bridge resulted in its closure due to structural deficiencies. On January 12, 2016, the county contracted to rehabilitate the low level bridge with new timber for the bents and pile caps and patch the concrete deck. The work is nearly completed and the existing bridge is anticipated to be functional until the new bridge is constructed.

The McCann Bridge (4C-172) is a three hundred and two (302) foot long, single lane, multi-span, low level bridge crossing over the Eel River. The bridge is located on McCann Road at post mile 0.03, approximately six (6) miles east of Highway 101, off Dyerville Loop Road. The bridge was constructed in 1965 with a reinforced concrete slab on steel three-pile bents with reinforced concrete abutments. The McCann Bridge has not been structurally modified since it was originally constructed. The existing bridge has significant structural deficiencies and has been programmed for replacement. The county provides a ferry service to residents of McCann during periods of high flow when the existing low level bridge is unpassable.

The Humboldt County Department of Public Works received approval from Federal Highway Administration to proceed with the preliminary engineering phase of the bridge projects on February 10, 2015, and February 11, 2016. In order to comply with state and federal regulations and due to limited staffing and expertise, the design engineering and environmental services need to be contracted out. The Department of Public Works has prepared the attached Request for Qualifications (RFQ) which solicits the anticipated services. The attached RFQ meets federal requirements and complies with the latest guidelines from California Department of Transportation Local Assistance Procedures Manual, Chapter 10 – Consultant Selection. A preliminary scope of services, required qualifications and evaluation criteria have been developed so the Department of Public Works may select the most qualified consultant.

Once the RFQ evaluation process has been completed, the county will negotiate the terms and conditions of a consultant services agreement with the highest-ranking consultant. The contract negotiation process will begin with a scoping meeting at which the proposed scope of services, project schedule and cost proposal provided by the highest-ranking consultant will be reviewed and refined.

If the county determines, after the completion of the contract negotiation process, to award an agreement, a consultant services agreement will be sent to the successful consultant for signature. Once the signed copies have been returned to the county, the consultant services agreement will be submitted to the Board of Supervisors for review and approval.

Accordingly, the Department of Public Works recommends that the Board of Supervisors authorize the Director of Public Works to issue the attached RFQ and negotiate with the highest-ranking consultant to develop a consultant services agreement for review and approval by the Board of Supervisors.

FINANCIAL IMPACT:

Bridge projects are one hundred percent (100%) funded by the Federal Highway Administration Highway

Bridge Program and the Toll Credit Fund. There is no financial commitment until the Board of Supervisors approves a consultant services agreement with the selected consulting firm for the two projects.

The recommended action conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to approve the attached RFQ regarding design engineering and environmental services. However, this is not recommended since doing so will severely limit the county's ability to complete the Holmes-Larabee Bridge and McCann Bridge Projects.

ATTACHMENTS:

1. Advertisement of RFQ No. DPW2017-002 Regarding Design Engineering and Environmental Services for Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects
2. Request for Qualifications (RFQ No. DPW2017-002) Regarding Design Engineering and Environmental Services for Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects

ATTACHMENT 1

Advertisement of RFQ No. DPW2017-002 Regarding Design Engineering and Environmental Services for the Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects

ADVERTISEMENT

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Humboldt County Department of Public Works, for the following:

REQUEST FOR QUALIFICATIONS (RFQ No. DPW2017-002) REGARDING DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE HOLMES-LARABEE BRIDGE (4C-171) AND McCANN BRIDGE (4C-172) PROJECTS

Issue Date: March 14, 2017

The County of Humboldt Department of Public Works – Engineering Division, is issuing this Request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm to provide specified consulting services to develop plans for the construction of two full height, full length bridges to replace existing low level bridges over the Eel River on Holmes Flat Road and McCann Road. The Holmes-Larabee Bridge and McCann Bridge Replacement Project will require both design engineering and environmental services.

If you wish to submit a proposal, submit one (1) hard copy and one (1) CD of all requested information in a sealed envelope. A return address and the words “RFQ No. DPW2017-002” must be printed on the outside face of the envelope.

Sealed proposals must be received by Public Works, 1106 2nd Street, Eureka, CA by 4:00 P.M. on Wednesday, May 3, 2017. Proposals received late will be rejected and returned unopened. The County of Humboldt reserves the right to accept or reject any or all proposals.

Request for Qualifications (“RFQ”) documents will be available for examination at the Department of Public Works, 1106 Second Street, Eureka, CA 95501, Phone: (707) 445-7377. Complete RFQ documents may be obtained through the Department of Public Works Office. RFQ documents can also be found on the Humboldt County Website under Public Works Department, via (www.co.humboldt.ca.us/publicworks).

For questions or additional information regarding this Request for Qualifications contact Tony Seghetti via electronic mail at tseggetti@co.humboldt.ca.us or (707) 445-7377.

DATED:

By:

Director of Public Works,
County of Humboldt, State of California

ATTACHMENT 2

RFQ No. DPW2017-002 Regarding Design Engineering and Environmental Services for the Holmes-Larabee Bridge (4C-171) and McCann Bridge (4C-172) Projects



**REQUEST FOR QUALIFICATIONS:
(RFQ No. DPW2017-002)**

**Design Engineering and Environmental Services
For Holmes-Larabee Bridge (04C-0171) and McCann Bridge (04C-0172)**

**Humboldt County, California
Date Released: March 14, 2017**

Statements of Qualifications Due: May 3, 2017 (Received by 4 p.m.)

**Humboldt County Public Works
1106 Second Street
Eureka, CA 95501**

**REQUEST FOR QUALIFICATIONS – RFQ No. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

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Attachment A – Project Work Plan

Attachment B – Sample Consultant Services Agreement

Attachment C – RFQ Signature Affidavit

Attachment D – Reference Data Sheet

Attachment E – Local Assistance Procedures Manual Exhibit 10-I – Notice to Proposers DBE Information

Attachment F – Local Assistance Procedures Manual Exhibit 10-O1 – Consultant Proposal DBE Commitment

Attachment G – Local Assistance Procedures Manual Exhibit 10-O2 – Consultant Contract DBE Information

REQUEST FOR QUALIFICATIONS – RFQ NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **Caltrans Audits and Investigations.** As used herein, the term “Caltrans Audits and Investigations” refers to the California Department of Transportation’s Division of Audits and Investigations.
- D. **Consultant.** As used herein, the term “Consultant” refers to any individual, agency, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- E. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Engineering Division.
- F. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the contract between the County and the Successful Consultant regarding the provision of the professional consulting services set forth in this Request for Qualifications and the Project Work Plan attached hereto.
- G. **Project.** As used herein, the term “Project” refers to the Holmes-Larabee Bridge and McCann Bridge Replacement Project.
- H. **Project Team.** As used herein, the term “Project Team” refers to the members of Consultant’s staff and all subconsultants that will be responsible for providing the professional consulting services set forth in this Request for Qualifications and the Project Work Plan attached hereto.
- I. **Services.** As used herein, the term “Services” refers to specified professional consulting services that are necessary to assist the County with the Holmes-Larabee Bridge and McCann Bridge Replacement Project.
- J. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document or documents submitted by a Consultant in response to this Request for Qualifications.
- K. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individual, agency, firm or company that the County chooses to enter into a final Consultant Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.

1.2 **Abbreviations:**

- A. **DBE**. As used herein, the abbreviation “DBE” refers to a Disadvantaged Business Enterprise as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- B. **C.F.R.**. As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- C. **CEQA**. As used herein, the abbreviation “CEQA” refers to the California Environmental Quality Act.
- D. **CUF**. As used herein, the abbreviation “CUF” refers to a Commercially Useful Function as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- E. **DOT**. As used herein, the abbreviation “DOT” refers to the United States Department of Transportation.
- F. **LAPM**. As used herein, the abbreviation “LAPM” refers to the Local Assistance Procedures Manual issued by the California Department of Transportation.
- G. **NEPA**. As used herein, the abbreviation “NEPA” refers to the National Environmental Policy Act.
- H. **PST**. As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- I. **RFQ**. As used herein, the abbreviation “RFQ” refers to this Request for Qualifications for the provision of professional consulting services to assist the County with the Holmes-Larabee Bridge and McCann Bridge Replacement Project.
- J. **SOQ**. As used herein, the abbreviation “SOQ” refers to a Statement of Qualifications submitted by a Consultant in response to this Request for Qualifications.

2.0 **INTRODUCTION:**

2.1 **Overview:**

The County of Humboldt (“County”), by and through its Department of Public Works – Engineering Division, is issuing this Request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm to provide specified professional consulting services (“Services”) to develop plans for the construction of two full height, full length bridges to replace existing low level bridges over the Eel River on Holmes Flat Road and McCann Road. The Holmes-Larabee Bridge and McCann Bridge Replacement Project (“Project”), which is being funded through the Federal Highway Administration’s Highway Bridge Program and Toll Credits, will require both design engineering and environmental Services. Such Services shall include, without limitation, the preparation of various bridge type selection, constructability, geotechnical investigation, hydraulics analysis and engineering design reports and various environmental studies and documentation.

The Successful Consultant must have the ability to provide trained and experienced staff, and subconsultants as needed, to perform the Services set forth in this RFQ and the Project Work Plan

that is attached to this RFQ as Attachment A. Responses to this RFQ must be in the form of a Statement of Qualifications (“SOQ”).

2.2 Project Background:

The three hundred thirty-one (331) foot long, multi-span bridge on Holmes Flat Road was originally constructed in 1937 with timber deck and piles. It was sold to Humboldt County in 1959 and was modified shortly thereafter with a concrete deck reinforced with steel railroad rails. The existing structure (04C-0171) is the same multi-span concrete slab bridge on timber piles. The bridge is located on Holmes Flat Road approximately 1.7 miles east of the Avenue of the Giants (State Route 254), near Redcrest, California. Holmes Flat Road provides access across the Eel River for timber companies, ranchers and local residents. A 2013 inspection of the bridge resulted in its closure due to structural deficiencies. At the time of the publication of this RFQ, the County has contracted to rehabilitate the low level bridge with new timber for the bents and pile caps and patch the concrete deck. The work has been substantially completed and the existing bridge is anticipated to be functional until the new bridge is constructed.

The McCann Bridge is a three hundred two (302) foot long single lane multi-span low level bridge crossing over the Eel River. The bridge was constructed in 1965 with a reinforced concrete slab on steel 3-pile bents with reinforced concrete abutments. The McCann Bridge has not been structurally modified since it was originally constructed. The bridge is located on McCann Road PM 0.03, approximately six (6) miles east of HWY 101 off Dyerville Loop Road. The existing bridge (04C-0172) has significant structural deficiencies and has been programmed for replacement. The County provides a ferry service to residents of McCann during periods of high flow when the existing low level bridge is unpassable.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section presents a preliminary scope of services to generally communicate the County’s expectations for the provision of Services solicited hereby. A final scope of services will be developed by the County and the Successful Consultant. All Consultants will be held strictly to the requirements, standards and protocols set forth in this RFQ and the Project Work Plan attached hereto. Such requirements, standards and protocols will be incorporated into the final Consultant Services Agreement between the County and the Successful Consultant.

The outline of anticipated Services presented herein is for the primary purpose of allowing the County to compare SOQs submitted in response to this RFQ. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant.

3.1 Outline of Anticipated Services:

The Project Work Plan attached to this RFQ sets forth the Project’s objectives and scope of work. The Services solicited in this RFQ correspond to Task One through Task Six of the Project Work Plan attached hereto and must be conducted, or supervised, by a project manager registered as a professional engineer with the State of California. Portions of the tasks set forth in the Project Work Plan, may, at the option of the County, be performed by County staff.

- A. Task One – Preliminary Engineering.** Task One involves the compilation and analysis of existing data and previous studies regarding the Holmes-Larabee and McCann bridges. The Successful Consultant will perform a topographic survey at each location, based upon the established Project limits. The County will provide information pertaining to the existing

Homes-Larabee and McCann bridges, including, without limitation, as-built and inspection reports, and other similar bridge replacement projects to the Successful Consultant on an as-needed basis. The Successful Consultant will conduct key studies during Task One. The bridge site data submittal package, hydrology/hydraulics report, geotechnical study and type selection report are necessary to determine the design parameters for each bridge.

- B. **Task Two – Environmental Services.** During Task Two the Successful Consultant will prepare environmental documents, reports and studies for compliance with the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”). Task Two will require that accurate information and solicited input from the public be incorporated in the NEPA and CEQA processes. It is anticipated that several public meetings and presentations will be required during the course of the Project. The Successful Consultant will be required to perform substantial environmental compliance work and analysis for each bridge. Higher level documents for compliance with NEPA and CEQA may be required upon further analyses.
- C. **Task Three – Right-of-Way Certification.** The County will lead Task Three which involves appraising land values, drafting and negotiating agreements with land owners and obtaining right-of-way certification. As the Project is developed, the Successful Consultant will determine the Project’s right-of-way needs, create required right-of-way exhibits for appraisal and acquisition per Chapters 6, 7 and 8 of the Caltrans Right-of-Way Manual and provide related technical support to the County.
- D. **Task Four – Final Bridge Design.** The Successful Consultant will prepare final engineering design reports for roadway bridge approaches and bridge structures based on the initial studies conducted during Task One and Task Two. The bridge designs will comply with the environmental conditions determined in Task Two, and any and all applicable standards developed by Caltrans and the American Association of State Highway and Transportation Officials. The Successful Consultant will prepare and submit Project plans, specifications, and cost estimates that are ready for implementation in a format that is acceptable to the County.
- E. **Task Five – Environmental Permitting and Support.** The Project will require several permits from regulatory agencies. The Successful Consultant may, at the option of the County, be required to prepare and submit environmental permit applications and provide technical assistance regarding permit conditions and other environmental commitments pertaining to the Project.
- F. **Task Six – Bid Assistance and Construction Support Services.** The County will be responsible for advertising the bid process and distributing contract documents pertaining to the Project. The Successful Consultant may, at the option of the County, be responsible for responding to potential contractors regarding questions that arise during the bid process and, if necessary, prepare addendums to bid-related documents. Once construction has begun, the Successful Consultant may also be required to review submittals and provide geotechnical field support, construction survey data and record drawings.

3.2 **Project Development:**

The County anticipates that the Successful Consultant will maintain timely and regular communication with the County throughout the duration of the Project to plan and organize information, including, but not limited to, participating in planning sessions and regular meetings.

4.0 SCHEDULE EVENTS:

The following schedule of events represents the County's best estimate of the schedule that will be followed with regard to this RFQ process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time ("PST").

The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of SOQs.

EVENT	DATE
RFQ Issued by the County:	March 14, 2017
Deadline for Submission of Questions:	April 14, 2017
Deadline for Responses to Questions:	April 26, 2017
Deadline for SOQs to be Received:	May 3, 2017, 4:00 p.m. PST
Consultant Interviews:	June 5, 2017 – June 9, 2017
Completion of Review and Evaluation Process:	June 23, 2017
Finalization of Consultant Services Agreement:	July 29, 2017
Recommendation of Award to Board of Supervisors:	August 22, 2017
Start Date of Consultant Services Agreement:	September 12, 2017
Project Completion:	December 31, 2022

5.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:

5.1 Submission of Statements of Qualifications:

Consultants shall prepare and submit one (1) original hardcopy SOQ and one (1) electronic copy thereof, in PDF format on a CD or DVD, by **4:00 p.m. PST, on May 3, 2017**. SOQs shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked "RFQ No. DPW2017-002" along with the name and address of the Consultant and the closing date and time for submission of SOQs. SOQs that are unsigned, or signed by an individual not authorized to bind the prospective consultant, will be considered nonresponsive and rejected. SOQs shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501

SOQs submitted to any other County office will be rejected and returned to the Consultant unopened. SOQs received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its SOQ is received before the submittal deadline, and postmarks

will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of SOQs or from requesting additional information at any time during the review and evaluation process.

5.2 Withdrawal of Submitted Statements of Qualifications:

A Consultant may withdraw its SOQ at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal signed by the consultant or an authorized representative thereof. Consultants must retrieve the entire sealed SOQ package in person. SOQs will become the County's property after the submission deadline has passed.

5.3 Modification of Submitted Statements of Qualifications:

Any Consultant who wishes to make modifications to a submitted SOQ must withdraw its initial SOQ as required by this RFQ. It is the responsibility of the Consultant to ensure that a modified SOQ is resubmitted before the designated deadline for submission of SOQs in accordance with the terms of this RFQ. SOQs may not be changed or modified after the submission deadline.

5.4 Consultant Investigations:

Before submitting a SOQ, each Consultant shall make all investigations and examinations necessary to ascertain its ability to perform the services, and comply with the requirements and standards, set forth in this RFQ. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFQ. In addition, a Consultant's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

5.5 Expenses Incurred in Preparing Statements of Qualifications:

The County accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Consultant's participation in this RFQ process, including, without limitation, the preparation and presentation of a SOQ.

5.6 Right of County to Reject Statements of Qualifications:

The County reserves the unqualified right to reject any and all SOQs or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a SOQ.

5.7 Public Records and Trade Secrets:

All SOQs and materials submitted in response to this RFQ shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.

This RFQ, and all SOQs submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a SOQ that is deemed to be a trade secret by the Consultant shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Consultant agrees to indemnify and defend the County in any action

brought to disclose such information. By submitting a SOQ in response to this RFQ, the Consultant agrees that the County's failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof.

5.8 Conflict of Interest:

By submitting a SOQ in response to this RFQ, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of such SOQ.

6.0 REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:

6.1 General Instructions and Information:

A. **Content Requirements.** In order for SOQs to be considered by the County, all of the following conditions must be satisfied:

1. SOQs must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. SOQs must be complete and specific unto themselves. For example, "*See Enclosed Brochure*" will not be considered an acceptable response.
3. SOQs must provide information which enables the County to evaluate the Consultant's ability to provide the types of services set forth in this RFQ in a manner that is concise and to the point.
4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the SOQ.
5. Receipt of all Addenda to this RFQ, if any, must be acknowledged on the bottom of the RFQ Signature Affidavit sheet attached to the SOQ.

B. **Presentation Requirements.** In order for SOQs to be considered for award by the County, all of the following conditions must be satisfied:

1. SOQs must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. SOQs must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having 1.25" margins; and
 - d. Each page being clean and suitable for copying.

- C. **Formatting Requirements.** In order to be considered for award by the County, SOQs shall follow the format outlined herein. Failure to follow this format may result in the rejection of the SOQ. Each SOQ shall consist of the following sections:

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Documentation
- 7.0 References
- 8.0 Evidence of Insurability/Business Licenses
- 9.0 Exceptions, Objections and Requested Changes
- 10.0 Required Attachments

6.2 Introductory Letter:

In one page or less, the introductory letter shall describe Consultant's qualifications, experience and vision for providing the Services set forth in this RFQ and the Project Work attached hereto. The introductory letter must also provide the Consultant's contact information, list any subconsultants that will be used to perform the Services set forth in this RFQ and the Project Work Plan attached hereto and identify the offices where such Services will be performed. The letter shall be signed in blue ink by an authorized representative of the Consultant.

6.3 Signature Affidavit:

Each SOQ must contain a signed and completed Signature Affidavit which is attached to this RFQ as Attachment C. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

6.4 Table of Contents:

SOQs shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0 and any subsections thereof with sequential page numbers.

6.5 Business Profile:

SOQs shall include a clear and concise narrative which identifies the Project Team's ability to provide the Services specified in this RFQ and the Project Work Plan attached hereto.

- A. **Company Overview.** The Business Profile must include an overview of the business structure and operation of Consultant's firm. The company overview should include, at a minimum the following items:

- 1. The Consultant's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Consultant's current staffing levels.
- 2. A detailed description of the Consultant's current and previous business activities, including, without limitation:

- a. The history of the Consultant's firm, including the date when the firm was founded and how innovation and high quality performance is fostered thereby.
 - b. The number of years the Consultant has been operating under the present business name and any prior business names under which the Consultant has provided services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto.
 - c. The number of years the Consultant has been providing services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto.
 - d. The total number of government agencies for which the Consultant has provided services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto.
- 3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
 - 4. A detailed description of any fraud convictions related to public contracts, if applicable.
 - 5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
 - 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 - 7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

B. Overview of Qualifications and Experience. The Business Profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto. The overview of qualifications and experience should include, at a minimum, the following:

- 1. Identification of the Project Team; including, without limitation, an organizational chart which identifies all key personnel and subconsultants that will be responsible for providing Services pursuant to the final Consultant Services Agreement.
- 2. A detailed summary of the Project Team's overall experience regarding the provision of services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto.
- 3. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of services for federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
- 4. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto.

5. A detailed summary of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto, including, without limitation, job titles, responsibilities, special training, licenses, certifications and resumés of all key personnel that will be responsible for providing Services pursuant to the final Consultant Services Agreement.

6.6 Quality Assurance Capabilities:

- A. **Description of Services.** SOQs shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFQ and the sample Consultant Services Agreement which is attached hereto as Attachment B. The description of services portion of the SOQ should include, at a minimum, the following items:
 1. A detailed description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFQ and the Project Work Plan attached hereto.
 2. A detailed description of any Services set forth in this RFQ or the Project Work Plan attached hereto that will not be included in the Services provided by the Project Team and the reason for the exclusion of such Services.
 3. A detailed description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFQ and the Project Work Plan attached hereto.
- B. **Project Understanding and Quality Control.** SOQs shall include an overview of the Consultant's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:
 1. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFQ and the Project Work Plan attached hereto.
 2. A detailed description of the management strategies that will be utilized by the Consultant to achieve the goals and objectives of the Project in an efficient manner.
 3. A detailed description of the Consultant's abilities to implement innovative management techniques and identify opportunities for the use such techniques.
 4. A detailed description of Consultant's specific management expertise, and how such expertise will assure timely performance of the Services set forth in this RFQ and the Project Work Plan attached hereto.
 5. A detailed description of the expected communication channels between the Project Team and the County to ensure that the Services set forth in this RFQ and the Project Work Plan attached hereto will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

6.7 Documentation:

SOQs shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, including, without limitation, Exhibit 10-O1 – Consultant Proposal DBE Commitment and Exhibit 10-O2 – Consultant Contract DBE Information of the Local Assistance Procedures Manual (“LAPM”) issued by Caltrans, that will be prepared and/or used to meet the requirements of this RFQ and the sample Consultant Services Agreement attached hereto. Samples of each document described in the documentation section of the SOQ shall be attached to the SOQ.

6.8 References:

- A. Reference Data Sheet.** SOQs shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided services equivalent to those set forth in this RFQ and the Project Work Plan attached hereto within the past five (5) years. A Reference Data Sheet is attached to this RFQ as Attachment D.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the types of services and responsibilities set forth in this RFQ and the Project Work Plan attached hereto. Each reference must include, at a minimum, all of the following information:
 - 1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 - 2. The dates of project commencement and completion for each referenced client.
 - 3. A detailed description of the services performed for each referenced client, including, without limitation, the time period in which such services were delivered to the referenced client.
 - 4. A detailed description of how the services rendered by the Consultant led to accomplishment of each referenced client’s project objectives.
 - 5. A detailed description of the contract amount and outcome of each referenced client’s project.
 - 6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant’s knowledge.

6.9 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement attached hereto. Upon the award of a final Consultant Services Agreement, the Successful Consultant will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a final Consultant Services Agreement has been awarded. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFQ and the Project Work Plan attached hereto.

6.10 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms and conditions of this RFQ. Any exceptions, objections or requested changes to this RFQ shall be clearly stated and explained in the SOQ with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFQ. Protests based on any exception, objection or requested change to this RFQ shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the SOQ.

6.11 Required Attachments:

SOQs that do not contain each of the following required attachments may be rejected by the County:

- **Attachment 1 – Signature Affidavit** (See Section 6.3)
- **Attachment 2 – Reference Data Sheet** (See Section 6.8)
- **Attachment 3 – Sample Documentation** (See Section 6.7)
- **Attachment 4 – Staff Resumes for Key Personnel** (See Section 6.5(B)(5))

7.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the SOQs are received and opened by the County, the County will review and evaluate all SOQs for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFQ and the Project Work Plan attached hereto. Once all of the SOQs have been reviewed and evaluated, the County will select the top-ranking Consultants based on the scores given to each SOQ. The top-ranking Consultants will be invited to make presentations and conduct interviews in order to determine the final ranking of each Consultant. Only the top-ranking Consultants will participate in the presentation and interview portion of the evaluation process.

In evaluating the qualifications possessed by the Consultants, the County will employ a one hundred fifty (150) point competitive evaluation system with consideration given to each of the following categories:

- | | |
|--|------------------|
| • Understanding of Project Objectives | 25 points |
| • Proposed Project Approach and Staffing Plan | 25 points |
| • Ability to Provide High-Quality, Cost-Effective Consultation Services | 25 points |
| • Relevant and Comparable Experience | 25 points |
| • Presentation by Consultant (if selected to participate) | 25 points |
| • Interview by Panel (if selected to participate) | 25 points |

All SOQs, presentations and interviews will be evaluated by an RFQ Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of Services set forth in this RFQ. The RFQ Evaluation Committee may directly request clarifications of SOQs, presentations and/or interview answers from one or more Consultants throughout the evaluation process. The purpose of any such request for clarification shall be to ensure full understanding of the SOQ. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing. Any delay caused by a Consultant's failure to respond to such a request for clarification may lead to a rejection of the SOQ.

The evaluation and selection process is designed to award the procurement to Consultants with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Consultants

will be evaluated against the evaluation criteria set forth in this RFQ and not against other Consultants. The award of a Consultant Services Agreement, if made by the County, will be based upon a total review and evaluation of each SOQ, presentation and interview and contract negotiations.

All contacts made with the County during the evaluation process shall be through Humboldt County Public Works Deputy Director, Tony Seghetti (see Section 9.1 for contact information). Attempts by a Consultant to contact any other County representative during the evaluation process may lead to rejection of the SOQ. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

8.0 CONTRACT DEVELOPMENT:

8.1 Contract Negotiation Process:

Once the SOQ evaluation process has been completed, the County will negotiate the terms and conditions of the Consultant Services Agreement for the Services set forth in this RFQ and the Project Work Plan attached hereto with the highest-ranking Consultant. The highest-ranking Consultant shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by Consultant's failure to participate in good faith negotiations may lead to rejection of the SOQ. The contract negotiation process shall include, without limitation, all of the following:

- A. **Scope of Services and Project Schedule.** The highest-ranking Consultant will be asked to submit a proposed Scope of Services and Project Schedule, within two (2) weeks after receiving notification of the final rankings. After further discussions with County staff regarding roles and responsibilities, tasks and work products, the final Scope of Services and Project Schedule will be incorporated into the final Consultant Services Agreement.
- B. **Cost Proposal.** The highest-ranked Consultant will also be asked to submit a sealed Cost Proposal for the Services set forth in the Consultant's Scope of Services. The Cost Proposal shall include separate cost estimates for each bridge project as well as a cost estimate for the total Project. If the proposed Scope of Services involves subconsultants, the Consultant must include a separate Cost Proposal for each subconsultant. Additionally, each subconsultant's Cost Proposal must follow the same format as the Consultant's Cost Proposal. In order for cost proposals submitted during the contract negotiation process to be accepted by the County, all of the following conditions must be satisfied:
 - 1. The Cost Proposal must include an actual cost plus fixed fee estimate with progress payments at defined tasks.
 - 2. The Cost Proposal shall include an itemized list of the costs for each Service set forth in the proposed Scope of Services, including, without limitation, staffing levels and hourly rates.
 - 3. The maximum amount payable for the Services set forth in this RFQ and the Project Work Plan attached hereto shall not exceed Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00). It should be noted that actual project costs will be based on wage rates established in the final Consultant Services Agreement. The final cost for the Services set forth in this RFQ and the Project Work Plan attached hereto will be negotiated between the County and the Successful Consultant.

- C. **Scoping Meeting.** The highest-ranked Consultant will be asked to attend a scoping meeting within four (4) weeks after receiving notification of the final rankings to review the proposed Scope of Services and Project Schedule and Cost Proposal to ensure that the consultant has a full understanding of the work that is required. The scoping meeting will also provide the highest-ranked Consultant's project manager with an opportunity to ask technical questions regarding the Project.

8.2 **Award of Consultant Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award an agreement, a Consultant Services Agreement shall be sent to the Successful Consultant for signature. Once signed copies have been returned to the County, the Consultant Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Consultant Services Agreement to the Consultant which, in the sole judgment of the County, best serves the interests thereof. No SOQ shall be binding upon the County until a final Consultant Services Agreement is signed by duly authorized representatives of both the Successful Consultant and the County.

8.3 **Contractual Requirements:**

- A. **Contract Audit and Review Process Requirements.** The final Consultant Services Agreement resulting from this RFQ process, and any subcontracts associated therewith, are subject to audit or review by the California Department of Transportation's Division of Audits and Investigations ("Caltrans Audits and Investigations") and any other duly authorized local, state and/or federal agencies. The Successful Consultant, and any subconsultants providing Services set forth in the final Consultant Services Agreement, shall be responsible for complying with any and all local, state and federal laws, regulations, policies, procedures, standards and contract requirements related to audits and reviews, including, without limitation, the Case 2 requirements set forth in Chapter 10 of the LAPM.
- B. **Cost Certification Requirements.** The Successful Consultant, and any subconsultants with subcontracts exceeding One Hundred Fifty Thousand Dollars (\$150,000.00), must certify the accuracy of the costs associated with the provision of the Services set forth in the final Consultant Services Agreement by submitting LAPM Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System. The County will then submit a complete certification packet to Caltrans Audits and Investigations in accordance with the LAPM. All documentation supporting the cost certification, including, without limitation, LAPM Exhibit 10-L – Local Agency Certification of Cost Analysis, must be retained by the Successful Consultant for the applicable retention period in the event an audit or review is performed by Caltrans Audits and Investigations or any other duly authorized local, state or federal agency.
- C. **Prevailing Wage Requirements.** The Successful Consultant, and any subconsultants with subcontracts exceeding Twenty-Five Thousand Dollars (\$25,000.00), shall be responsible for complying with the applicable State of California Prevailing Wage Rate requirements set forth in California Labor Code, Sections 1770, et seq., as well as all other applicable local, state and federal wage requirements. California State Prevailing Wage information is available at the following California Department of Industrial Relations DIR websites:

- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

- D. Financial Management and Accounting System Requirements.** The Successful Consultant must have in place an adequate financial management and accounting system as required by Title 49 of the Code of Federal Regulations (“C.F.R.”) Part 18 and 48 C.F.R. Part 31.
- E. Non-Discrimination Requirements.** The Successful Consultant, and all subconsultants providing Services set forth in the Consultant Services Agreement, shall be responsible complying with all of the following non-discrimination requirements:
1. The Successful Consultant and its subconsultants shall certify under penalty of perjury under the laws of the State of California that the Successful Consultant and its subconsultants have, unless exempt, complied with the non-discrimination program requirements of California Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
 2. During the performance of the final Consultant Services Agreement resulting from this RFQ process, the Successful 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 forty (40) years of age), marital status, and denial of family care leave. The Successful Consultant and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Successful Consultant and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990(a-f), et seq.) and ‘the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285, et seq.). The Successful Consultant and its subconsultants shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement.
 3. The Successful Consultant and its subconsultants shall act in accordance with the regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – 49 C.F.R. Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or 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.
 4. During the performance of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, the Successful 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 Successful Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the United States Department of Transportation (“DOT”) Regulations, including employment practices for employment related programs.

F. **Disadvantaged Business Enterprises Participation.** The final Consultant Services Agreement resulting from this RFQ process shall be subject to the requirements set forth in 49 C.F.R. Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Accordingly, the Successful Consultant is encouraged to obtain DBE participation in the performance of the Services set forth in the final Consultant Services Agreement in order to assist Caltrans in meeting its federally mandated statewide overall DBE goal. The Successful Consultant, and all subconsultants providing Services set forth in the final Consultant Services Agreement, shall be responsible for complying with all of the following provisions regarding DBE participation:

1. The goal for DBE participation for this final Consultant Services Agreement is Fourteen percent (14%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in LAPM Exhibit 10-O1 – Consultant Proposal DBE Commitment or LAPM Exhibit 10-O2 – Consultant Contract DBE Information. If a DBE subconsultant is unable to satisfactorily perform the Services set forth in the final Consultant Services Agreement, the Successful Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
2. DBEs and other small businesses, as defined in 49 C.F.R. Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Successful Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin or sex in the performance of the final Consultant Services Agreement resulting from this RFQ process. The Successful Consultant shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted agreements. Failure by the Successful Consultant to carry out these requirements shall constitute a material breach of the final Consultant Services Agreement, which may result in the termination thereof or such other remedy as the County deems appropriate.
3. Any subcontract relating to the final Consultant Services Agreement resulting from this RFQ process shall contain all of the DBE provisions set forth therein.
4. A DBE firm may be terminated only with prior written approval from the County for the reasons specified in 49 C.F.R. Section 26.53(f). Prior to requesting the County's approval of the termination, the Successful Consultant must meet the procedural requirements specified in 49 C.F.R. Section 26.53(f).
5. A DBE performs a Commercially Useful Function ("CUF") when it is responsible for the provision of services pursuant to the terms and conditions of a federally assisted 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, installation (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the federally assisted contract is commensurate with the work it is actually performing and other relevant factors must be evaluated.
6. 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, similar transactions, particularly those in which DBEs do not participate, must be examined.

7. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its federally assisted 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.
 8. The Successful 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 to 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.
 9. Upon completion of the Services set forth in the final Consultant Services Agreement resulting from this RFQ process, a summary of the above-referenced records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants" CEM-2402F (LAPM Exhibit 17-F), certified correct by the Successful Consultant or the Successful Consultant's authorized representative and shall be furnished to the County 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 such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to the Successful Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to the County.
 10. If a DBE subconsultant is decertified during the term of the final Consultant Services Agreement resulting from this RFQ process, the decertified subconsultant shall notify the Successful Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the term of the final Consultant Services Agreement resulting from this RFQ process, the subconsultant shall notify the Successful Consultant in writing with the date of certification. The Successful Consultant shall report any changes in DBE status to the County within thirty (30) calendar days of such change.
- G. **Disclosure of Confidential Information.** During the performance of the Services set forth in this RFQ and the Project Work Plan attached hereto, the Successful Consultant may receive information that is confidential under local, state and/or federal law. The Successful Consultant will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations.
- H. **Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Consultant will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Consultant's negligent performance of,

or failure to comply with, any of the obligations contained in the final Consultant Services Agreement resulting from this RFQ process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

- I. **Insurance Requirements.** The Successful Consultant will be required to satisfy the insurance requirements set forth in the sample Consultant Services Agreement attached hereto. The Successful Consultant shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to County's execution of a final Consultant Services Agreement. In addition, the County may require additional insurance requirements dependent upon the final scope of Services that will be provided by the Successful Consultant.
- J. **Assignment.** The final Consultant Services Agreement resulting from this RFQ process, and any amendments thereto, shall not be assignable by the Successful Consultant without prior approval by the County.
- K. **Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFQ process shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Consultant Services Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

9.0 MODIFICATION AND CORRECTION:

9.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and conditions set forth in this RFQ. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, a written request for clarification or correction should be submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501
Email: tsegchetti@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on April 14, 2017**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **April 26, 2017**.

9.2 Addenda:

Any modifications to this RFQ shall be made by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFQ shall be incorporated into the Consultant's SOQ. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the SOQ. Any oral communications concerning this RFQ by County personnel are not binding on the County, and shall in no way modify this RFQ or the obligations of the County or any Consultants.

10.0 CANCELLATION OF THE RFQ PROCESS:

The County hereby reserves the right to cancel this RFQ process at any time after the issuance of this RFQ, but prior to the award of a final Consultant Services Agreement, if the County determines that cancellation is in the County's best interest for reasons, including, but not limited to, the following: (1) the Services set forth in this RFQ and the Project Work Plan attached hereto are no longer required; (2) the SOQs did not independently arrive in open competition, were collusive or were not submitted in good faith; or (3) the County determines, after analysis of the SOQs, that the need can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of the Services set forth in this RFQ and the Project Work Plan attached hereto prior to the award of a final Consultant Services Agreement, as necessity may dictate, and to reject any and all SOQs received in response hereto. This RFQ does not commit the County to award a Consultant Services Agreement for the provision of the Services set forth in this RFQ or the Project Work Plan attached hereto, or to pay any costs incurred in the preparation of any SOQs.

**REQUEST FOR QUALIFICATIONS – RFQ No. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

ATTACHMENT A – PROJECT WORK PLAN

The Successful Consultant will provide all specified professional consulting services necessary to develop plans for the construction of the Holmes-Larabee Bridge (04C-0171) and McCann Bridge (04C-0172) Project (“Project”). These Services shall include, without limitation, the preparation and submittal of bridge type selection, constructability, geotechnical investigation, hydraulics analysis and engineering design reports. In addition, the Successful Consultant will also be responsible for preparing and submitting specified environmental studies and documentation relating the Project, including, without limitation, initiating the environmental process by completing and submitting a Preliminary Environmental Study (“PES”) form and attending a field review with County and California Department of Transportation (“Caltrans”) staff. Additional environmental services will include the appropriate studies and documents for compliance with both the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”), including project implementation scenarios and the description of how construction activities will occur. The Successful Consultant shall comply with any and all local, state and federal laws, regulations, rules and standards applicable to the services set forth in the final Consultant Services Agreement.

1.0 SERVICES TO BE PROVIDED:

1.1 Task One - Preliminary Engineering:

- A. **Project Management.** The Humboldt County Department of Public Works Deputy Director, Tony Seghetti will serve as the contract manager and direct liaison between the Successful Consultant and Caltrans District #1 Division of Local Assistance. The Successful Consultant shall be responsible for project management activities throughout the term of the final Consultant Services Agreement, which include, but are not limited to, coordinating and being responsible for scheduling meetings, managing the Project schedule, preparing and distributing meeting minutes, conducting field reviews, tracking action items for the County, the Successful Consultant and its subconsultants and preparing all submissions for the County to submit to Caltrans Local Assistance. Any modifications proposed to this Project Work Plan are welcome, provided they are innovative, advanced, and well thought out methodologies.
- B. **Preliminary Engineering Studies.** The preliminary engineering services provided as part of Task One will generally consist of performing technical and economic analyses of select bridge types. Task One will culminate in a preliminary engineering report that will be submitted to Caltrans to document the bridge type selection for review and concurrence.
- C. **Hydraulic Studies.** The hydraulic study services provided as part of Task One will generally consist of all of the following:
 - 1. Reviewing and gathering available hydrologic and hydraulic data pertaining to the Project area;
 - 2. Preparing a Location Hydraulic Study and Summary Floodplain Encroachment Report pertaining to the Project area in accordance with the Caltrans Environmental Handbook, Volume I, Chapter 17 – Floodplains.
 - 3. Conducting scour and erosion analysis within the Project area; and

4. Drafting and submitting a final Hydraulic Study Report pertaining to the Project area.

D. **Geotechnical Reconnaissance.** The geotechnical reconnaissance services provided as part of Task One will generally consist of all of the following:

1. Reviewing and analyzing previous studies and published geologic and seismicity data, including, without limitation, air photos and initial geologic field reconnaissance, pertaining to the Project area.
2. Conducting a site-specific foundation investigation, including, without limitation, test borings, soil/rock testing and analysis and preparation of the foundation report. The specific scope of geotechnical design services will depend on the results of other preliminary engineering tasks, including, without limitation, support locations, loads and approach configurations.
3. Conducting and analyzing test borings at the existing abutments and other locations within the Project Area to define subsurface conditions for new bridge design and construction and to confirm rock depth and quality.
4. Evaluating the present Eel River channel conditions, including, without limitation, reviewing scour/degradation, aggradation and braiding. Upon completion of such geotechnical reconnaissance services, the Successful Consultant will be responsible for preparing a summary report which discusses site conditions, channel changes and migration trends, site seismicity, constraints affecting routing and type selection and preliminary foundation data, including, without limitation, preliminary discussion of approach sections, fills and/or retaining walls.

E. **Surveys.** The Successful Consultant shall provide current site surveys, including, without limitation, control, topographic and hydrographic surveys, and will be responsible for any additional surveys necessary for preliminary engineering, hydraulic studies, design, cost estimates, right-of-way impacts and the level of environmental clearance with the County.

F. **Utility Information.** The Successful Consultant shall gather information from community stakeholders within Project limits. These may include public utility companies, community service districts, and private utility services.

G. **Type Selection.** The Successful Consultant shall perform technical and economic analysis to select the appropriate, most cost effective alignment and bridge type for the crossing. The Successful Consultant shall prepare and submit a type selection report that sets forth the general plans and preliminary cost estimates for each option. The type selection report shall summarize and reference the other studies conducted as part of Task One. At a minimum, options for bridge type to be considered are: cast in place, pre-stressed concrete box girder; steel girder, composite deck; and steel truss, concrete deck.

H. **Deliverables.** Deliverables for Task One shall include, without limitation, a Bridge Site Data Submittal Package, Hydrology/Hydraulics Report, Geotechnical Foundation Report and Boring Plan, Draft Foundation Plan and Type Selection Report.

1.2 **Task Two - Environmental Document and Permitting Support:**

A. **Scope of Environmental Services.** The environmental services provided as part of Task Two will generally consist of conducting and preparing environmental studies, assessments

and reports to ensure compliance with any and all applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines. Based on the evaluation of the Project during the field review and other analyses, the appropriate documents for both NEPA and CEQA will be determined. Currently, the County anticipates a combination NEPA/CEQA document will need to be completed due to the potential significant impacts that may occur within the Project area. For CEQA, an Initial Study must be prepared in order to determine whether or not the Project will have a significant effect on the environment. If the County determines that an Environmental Impact Report will be required for the Project, preparation of an Initial Study will not be required, but may still be desirable. The environmental services provided as part of Task Two may include, without limitation, all of the following:

1. Providing necessary environmental studies and documents to secure approval from Caltrans for completion of the preliminary engineering services set forth herein including, but not limited to, all of the following:
 - a. Preparation of a Preliminary Environment Study ("PES") form which is designed to provide an understanding of the full scope of the project and to provide early coordination needed to determine required technical studies and permits, level of analysis and NEPA Class of Action (CE, EA or EIS).
 - b. Preparation of a Natural Environment Study ("NES") which includes an environmental assessment of the entire Project area, including, without limitation, identification and quantification of potential impacts to wetlands, sensitive habitat and endangered and threatened plant and animal species within the Project area. The NES must also discuss the results of any and all consultation efforts with local, state and federal agencies, including, without limitation, any and all applicable Biological Assessments and maps of all wetland delineation areas and United States Army Corps of Engineers' ("ACOE") jurisdictional boundaries within the Project area. Finally, the NES must demonstrate how the Project will comply with any and all applicable local, state and federal laws, regulations and Executive Orders, including, without limitation, Executive Order 13112 – Invasive Species, Executive Order 11990 – Protection of Wetlands, the federal Migratory Bird Treaty Act and Section 7 of the Federal Endangered Species Act.
 - c. Preparation of a Local Hydraulic Study Form which includes any and all hydrologic and hydraulic data pertaining to the Project area in accordance with any applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines, including, without limitation, the Caltrans Environmental Handbook.
 - d. Preparation of a Summary Floodplain Encroachment Report, which includes a discussion of any and all potential impacts to floodplains within the Project area in accordance with any and all applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines, including, without limitation, Volume I, Chapter 17 – Floodplains of the Caltrans Environmental Handbook.
 - e. Preparation of a Biological Assessment which addresses any and all potential impacts to federally listed fish species and critical habitat within the Project area, including without limitation, Coho Salmon (*Oncorhynchus kisutch*) and Chinook Salmon (*O. tshawytscha*) within the Southern Oregon and Northern California Coastal Evolutionarily Significant Unit and Steelhead (*O. mykiss*) within the

Northern California Coast Distinct Population Segment. The BA will also address potential adverse effects to Essential Fish Habitat (EFH) and shall include a hydroacoustic analysis relating potential impacts from noise generated activities. Formal consultation with the National Marine Fisheries Service ("NMFS") will be required and a Biological Opinion will be issued in accordance with the federal Endangered Species Act. Caltrans will be the lead agency initiating consultation with NMFS.

- f. Preparation of a Biological Assessment which addresses any and all potential impacts to federally listed bird species and critical habitat within the Project area, including, without limitation the Northern Spotted Owl (*Strix occidentalis caurina*) and the Marbled Murrelet (*Brachyramphus marmoratus*). Formal consultation with the United States Fish and Wildlife Services ("USFWS") will be required and a Biological Opinion will be issued in accordance with the federal Endangered Species Act. Caltrans will be the lead agency initiating consultation with USFWS.
- g. Preparation of a Botanical and/or Wetland Delineation Report which addresses any and all potential impacts to federal and/or state recognized sensitive plants and wetlands within the Project area that may be impacted by the Project. It is currently unknown whether any federal and/or state recognized sensitive plants and/or wetlands exist in the Project area. The findings of the Botanical and/or Wetland Delineation Report, including, without limitation, any and all mitigation measures that may be implemented to reduce potential impacts to sensitive plants and/or wetlands, and should be included in the NES.
- h. Preparation of an Initial Site Assessment for Hazardous Materials which addresses any and all potential hazardous waste contamination, including, without limitation, lead paint and asbestos, that may occur within the Project area. However, due to the location of the Project and the nature of the existing structures, it is unlikely that hazardous waste contamination will occur in the Project area.
- i. Preparation of a Visual Impact Assessment which addresses any and all potential visual impacts that may occur within the Project area. The Visual Impact Assessment must be prepared in accordance with the guidelines set forth in the Caltrans Visual Impact Assessment Guide which is available online at: <http://www.dot.ca.gov/ser/vol1/sec3/community/ch27via/chap27via.htm>.
- j. Preparation of a Cultural Resources Study which addresses any and all potential impacts to historic and prehistoric cultural resources within the Project area in accordance with the requirements of Section 106 of the National Historic Preservation Act. The Cultural Resources Study must be prepared in accordance with the guidelines set forth in Volume 2 – Cultural Resources of the Caltrans Environmental Handbook, which is available on the Caltrans website at: <http://www.dot.ca.gov/ser/envhand.htm>, and should include, without limitation all of the following components:
 - i. A Historic Property Survey Report which identifies any and all potential impacts to historic landmarks within the Project area and documents consultation with interested parties, including, without limitation, Native American Tribes and historical groups.

- ii. An Archaeological Survey Report prepared by a qualified archaeologist which identifies any and all potential impacts to historic and prehistoric landmarks within the Project area.
- k. Obtaining a Wild and Scenic Rivers Determination from the appropriate River Management Agency and/or National Park Service which identifies and analyzes opportunities for lessening the Project's potential impacts on river resources and allowing better connection of the river with the floodplain in accordance with the requirements set forth in Section 7 of the Wild and Scenic Rivers Act. The Successful Consultant will be responsible for preparing a Wild and Scenic Rivers Determination request letter that will be submitted to Caltrans for consultation with the National Park Service. Information regarding the determination process can be found online at the following web addresses:
- <http://www.dot.ca.gov/ser/vol1/sec3/special/ch19wsrivers/chap19.htm> :
 - <http://www.gpo.gov/fdsys/pkg/CFR-2012-title36-vol2/pdf/CFR-2012-title36-vol2-part297-subpartA.pdf>
2. Complying with applicable standards in accordance with Caltrans Local Assistance Program requirements, including, without limitation consulting and communicating with Caltrans local Assistance staff as directed by the County.
 3. Complying with the applicable requirements of NEPA and CEQA, including, without limitation, preparing and submitting the environmental studies and documentation set forth herein.
 4. Providing accurate information to, and soliciting input from, the public that can be incorporated into the NEPA/CEQA process, including, without limitation, attending public meetings and presentations.
 5. Consulting with ACOE, USFWS, NMFS, the California Department of Fish and Wildlife ("CDFW"), the North Coast Regional Water Quality Control Board ("NCRWQCB"), the California State Lands Commission ("CSLC") and any other agencies with jurisdiction in the Project area, and obtaining all required permits and approvals. The County will retain responsibility for all informal and formal consultations with any and all local state and federal agencies regarding Project mitigation and compensation proposals.
 6. Establishing direct contact with governmental regulatory and resource agencies for the purpose of obtaining information, expertise and technical assistance in developing baseline data and resource inventories related to the Project.
 7. Maintaining, records of all contacts and transmitting copies of such records to the County on a regular basis.
 8. Providing the County with the opportunity to review and revise all environmental documentation prepared and submitted pursuant to the terms and conditions of the final Consultant Services Agreement prior to final submission thereof.

B. Legal Compliance. The intended outcome is for the Successful Consultant to perform the

above-referenced environmental services in accordance with the requirements set forth in both NEPA and CEQA. The documents, reports and studies provided during Task Two shall meet any and all local, state and federal and County requirements and follow the guidelines promulgated by the Caltrans Local Assistance Program. The Successful Consultant shall use any and all available local, state and/or federal templates and/or annotated outlines and follow any and all applicable local, state and/or federal guidelines set forth in the Caltrans Standard Environmental Reference. All environmental documents prepared as part of Task 2 shall comply with all of the following state and federal laws regulations, and guidelines:

1. California Environmental Quality Act (California Public Resources Code Sections 21000, et seq.);
2. California Environmental Quality Act guidelines (Title 14 of the California Code of Regulations Sections 15000, et seq.);
3. Section 106 of the National Historic Preservation Act (Title 16 of the United States Code ("U.S.C.") Part 470 and Title 36 of the Code of Federal Regulations ("C.F.R.") Part 800);
4. United States Endangered Species Act (16 U.S.C. Sections 1531, et seq.);
5. United States Clean Water Act (33 U.S.C. Sections 1251, et seq.);
6. United states Clean Air Act (42 U.S.C. Sections 7401, et seq.);
7. United States Wild and Scenic Rivers Act (16 U.S.C. Sections 1271-1287 and 36 C.F.R. 297 – Water Resources Projects on Wild and Scenic Rivers);
8. United states Fish and Wildlife Coordination Act (16 U.S.C. Sections 661-666);
9. California Endangered Species Act (California Fish and Game Code Sections 2050, et seq.);
10. United States Migratory Bird Treaty Act (16 U.S.C. Sections 703-712);
11. Federal Executive Order 11990 – Wetlands;
12. Federal Executive Order 11988 – Floodplains;
13. Federal Executive Order 13112 – Invasive Species;
14. California Assembly Bill 52 – Consultation Requirements with California Native American Tribes; and
15. Any and all applicable formatting and processing requirements of Caltrans and/or the Federal Highway Administration.

1.3 Task Three – Right-of-Way Certification:

- A. **Right-of-Way Determination.** The County currently owns right-of-ways along the existing alignment for the Holmes-Larabee Bridge and the McCann Bridge. Temporary permission to enter may be required to accommodate detours for new bridge alternatives. The Successful

Consultant will delineate the additional right-of-way and/or easements required for the Project and provide related technical data, including, without limitation, staking data and cut/fill limits for visual inspection by landowners. The County will be responsible for securing the right-of-way and/or easements. The Successful Consultant shall be available for one (1) site meeting with landowners for both the Holmes-Larabee Bridge and the McCann Bridge to provide technical support during right-of-way negotiations.

- B. **Coordination with Adjacent Properties.** The Successful Consultant shall coordinate with adjacent property owners to establish driveway locations and other required modifications of their property, including, without limitation, fence relocations, mailbox relocation and/or tree removal.
- C. **Utility Coordination.** The Successful Consultant shall submit improvement plans to utility companies in accordance with any and all applicable local, state and/or federal requirements and coordinate utility relocations, including, relocation of the utility poles, as needed.
- D. **Deliverables.** Deliverables for Task Three shall include, without limitation: right-of-way exhibits that show the existing and proposed right-of-way acquisitions, including any and all proposed temporary construction easements, detours, potential staging areas, environmental mitigation areas and revegetation areas; technical information required for all legal descriptions and exhibits; staking data for all proposed improvements and right-of-way components; and plans and specifications that are current with real property negotiations.

1.4 **Task Four - Final Design:**

- A. **Bridge Final Design.** The Successful Consultant will be responsible for preparing and submitting design reports and other related documentation for roadway bridge approaches and bridge structures for the selected alternatives for the new Eel River crossings. The bridge design services provided as part of Task Four will also include the preparation of traffic control plans, construction plans and specifications utilizing Caltrans Standards and American Association of State Highway and Transportation Officials Geometric Design guidelines, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The final bridge design will also contain identification of any utilities that may need to be relocated as a result of the new crossings.
- B. **Deliverables.** Deliverables for Task Four shall include, without limitation, all of the following:
 - 1. Provision of a 65% Submittal (Unchecked Details) Package which includes all of the following: General Plan; Foundation Plan; Abutment and Elevation Plan; Typical Sections; Test Borings/Geotechnical Report; Traffic Control Plan; Cost Estimate; Outline Specifications; and Roadway and Civil Plans.
 - 2. Provision of an Independent Review Report which includes an independent review and analysis of the structural calculations and designs for both the Holmes-Larabee Bridge and the McCann Bridge.
 - 3. Provision of a 100% Submittal (Checked Details) Package which includes all of the following: complete construction plans; draft specifications; cost estimates; independent check certifications; design and check calculations; quantity calculations; and construction staging plans.

4. Provision of a Final Submittal Package which incorporates all of the review comments into the design plan and includes all of the following: complete bid documents including, plans, specifications and contract provisions ready for reproduction and distribution; final cost estimate; final structural design calculations; final independent check calculations; final quantity calculations; tentative construction schedule; 4-scale (or metric equivalent) bridge deck contour plans; and final construction staging plans.

1.5 Task Five – Environmental Permitting and Support:

The Project will require permits from ACOE (Section 404), CDFW (1602), NCRWQCB (Section 401) and CSLC (General Lease Permit). The County reserves the option to prepare and submit the permit applications for the Project. However, the Successful Consultant may be responsible for providing the County with any technical information, exhibits, illustrations, etc. that may need to be submitted with the permit applications.

1.6 Task Six – Bid Assistance and Construction Support Services:

- A. **Assistance with the Bidding Process.** The bid assistance services provided as part of Task Six will generally consist of submitting an electronic copy of the final approved plans and specifications, a Mylar copy of the final approved plans and a hard copy of the final approved specifications to the County. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The County will be responsible for making copies of contract documents and will distribute such documents as appropriate. However, the Successful Consultant may be responsible for responding to questions from potential contractors that arise during the bidding process and prepare addendums which will be distributed by the County as necessary.
- B. **Construction Support Services.** The construction support services that the Successful Consultant may be responsible for providing as part of Task Six will generally consist of all of the following:
 1. Providing construction support, including, without limitation, responding to contractor requests for information, reviewing shop drawings and falsework and shoring submittals, clarifying plans and specifications and conducting up to two (2) site visits during construction.
 2. Providing geotechnical support, including, without limitation, observing pile installation on an as-needed basis, conducting up to three (3) site visits and conducting office consultant analysis during construction on an as-needed basis.
 3. Providing construction staking in accordance with the requirements set forth in the Caltrans Survey Manual for Construction Staking, including, without limitation, providing cut sheets for construction staking based on the plan set.
 4. Providing as-built drawings upon completion of the work, including, without limitation, record drawings based on corrections made by the Resident Engineer.

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

ATTACHMENT B – SAMPLE CONSULTANT SERVICES AGREEMENT

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND

[NAME OF CONSULTANT]
FOR
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR
[NAME OF PROJECT]

Project No. []

This contract entered into this _____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Design Engineering and Project Development services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

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

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be [Name]. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated [Date]. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on ____ [Date] ____, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on ____ [Date] ____, unless extended by a written amendment hereto.
- 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.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental 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 LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL

AGENCY 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 LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

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

Humboldt County Department of Public Works
Attn: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501

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

For 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, 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.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 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, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
 - A. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 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 of California, California State Auditor, COUNTY, Federal Highway Administration (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 Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract 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 the Humboldt County Auditor-Controller.

- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall 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 instance 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, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator 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.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship 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 CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein 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 Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- B. 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 Five Thousand Dollars (\$5,000.00) 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 Five Thousand Dollars (\$5,000.00) requiring 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 (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) 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 Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

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 required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) 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 herein and Attachment A – 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 Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
 - 1. No local, state or federal 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 California 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 a 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) 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 One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients 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 of the California Code of Regulations 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 forty (40) years of age), 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 (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 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, or 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. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, 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. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

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's 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 FHWA.

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 COUNTY 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 COUNTY 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. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

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

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 fourteen percent (14%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are 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 the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. 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 Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 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, 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 must be evaluated.
- 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, similar transactions, particularly those in which DBEs do not participate, must be examined.
- 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 this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's 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 such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's 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 thirty (30) calendar days thereof.

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 terminate 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 XXII – DISPUTES

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

ARTICLE XXIII – INSPECTION OF WORK

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

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 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 Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$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 thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 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 above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

Humboldt County Department of Public Works
Attn: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501

CONSULTANT: [Name of Consultant]

Attn: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. 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.
- C. 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.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California 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 two (2) years prior to the execution of this contract, 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 by COUNTY 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 Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

COUNTY: Humboldt County Department of Public Works
Attn: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California, 95501

CONSULTANT: [Name of Consultant]
Attn: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same

profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.

- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it 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 contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[CONSULTANT'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

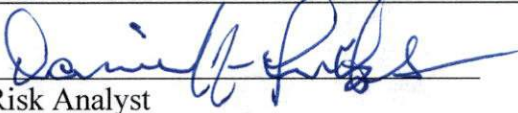
By: _____

Date: _____

Mark Lovelace

Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 2/22/17

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT C – SIGNATURE AFFIDAVIT
(Submit With Statement of Qualifications)**

REQUEST FOR QUALIFICATIONS – NO. DPW2017-002 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Statement of Qualifications, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Statement of Qualifications; that this Statement of Qualifications has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Statement of Qualifications has not been knowingly disclosed prior to the opening of Statements of Qualifications to any other Consultant or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Qualifications and declares that the attached Statement of Qualifications is in conformity therewith.

Signature

Title

Name

Date

This firm hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT D – REFERENCE DATA SHEET
(Submit With Statement of Qualifications)**

REQUEST FOR QUALIFICATIONS – NO. DPW2017-002 REFERENCE DATA SHEET		
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		

General Description of Scope of Work:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT E – LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 10-I – NOTICE
TO PROPOSERS DBE INFORMATION**

EXHIBIT 10-I NOTICE TO-PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 14%

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link 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.

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT F – LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 10-01 –
CONSULTANT PROPOSAL DBE COMMITMENT
(Submit With Statement of Qualifications)**

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
<p>17. Local Agency Contract Number: _____</p> <p>18. Federal-Aid Project Number: _____</p> <p>19. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p>			
<p>20. Local Agency Representative's Signature: _____</p> <p>22. Local Agency Representative's Name: _____</p> <p>24. Local Agency Representative's Title: _____</p>		<p>21. Date: _____</p> <p>23. Phone: _____</p> <p>12. Preparer's Signature: _____</p> <p>14. Preparer's Name: _____</p> <p>16. Preparer's Title: _____</p>	
		<p>13. Date: _____</p> <p>15. Phone: _____</p>	

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-002
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT G – LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 10-O2 –
CONSULTANT CONTRACT DBE INFORMATION
(Submit With Statement of Qualifications)**

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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