

COUNTY OF LASSEN
REQUEST FOR PROPOSAL
FOR
DESIGN & ENGINEERING CONSULTANT
FOR
WHITEHEAD SLOUGH BRIDGE 7C-70 REPLACEMENT PROJECT

Date Released: March 21, 2024

Lassen County Public Works Department
707 Nevada Street, Suite 4
Susanville, CA 96130

Proposals are due prior to 4:00 P.M., April 11, 2024

COUNTY OF LASSEN
REQUEST FOR PROPOSAL
FOR
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FOR
WHITEHEAD SLOUGH BRIDGE 7C-70 REPLACEMENT PROJECT

Lassen County Public Works Department is now accepting proposals for consulting engineering firms who wish to be considered to provide professional engineering/bridge design services as well as construction support and inspections for the proposed construction project in Lassen County. The project is for the Whitehead Slough Bridge (7C-70) replacement project which is located within Lassen County on Capezzoli Lane (County Road 306) near Standish, California.

This work is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Lassen County has an 8% goal for Disadvantaged Business Enterprise (DBE) participation for the scope of work to be completed under this RFP.

Proposal information and RFP packages can be obtained online at <https://www.lassencounty.org/dept/public-worksroads/projects-currently-bidding> or from the Lassen County Public Works Department, 707 Nevada Street, Suite 4, Susanville, CA 96130, or call (530) 251-8288.

Proposals must be submitted to the Lassen County Public Works Department at 707 Nevada Street Suite 4, Susanville, CA. 96130 by 4:00 P.M., April 11, 2024 at which time they will be opened and referred to the evaluating committee. **We are accepting hard copy proposals ONLY and proposals submitted electronically will NOT be accepted.**

The County of Lassen reserves the right to reject any or all proposals.

For the County of Lassen

Peter Heimbigner, Director

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR DESIGN & ENGINEERING CONSULTANT FOR WHITEHEAD SLOUGH BRIDGE 7C-70 REPLACEMENT PROJECT

Introduction	4
Project Description and Background	5
Scope of Work	6
Project Detail List	10
Appendix A - Proposal Requirements	11
Appendix B - Proposal Evaluation	14
Appendix C – Project Schedule.....	19
Attachment 1 – Vicinity & Location Maps	20
Attachment 2 – Sample Agreement	21
Attachment 3 – Required Local Assistance Procedures Manual Exhibits	22
Attachment 4 – NEPA Environmental Document.....	23

INTRODUCTION:

Lassen County Public Works Department is now accepting proposals for consulting engineering firms who wish to be considered to provide professional engineering/bridge design services as well as construction support and inspections for the construction of the project in Lassen County. The project is for the Whitehead Slough Bridge (7C-70) replacement project which is located within Lassen County on Capezzoli Lane (County Road 306) near Standish, California.

This project is funded with Local and Federal dollars requiring the Consultant to follow all pertinent Local, State and Federal laws and regulations.

The DBE goal for this project is 8%. Proposers are however encouraged to obtain DBE participation for this contract.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in these specifications. Lassen County Public Works Department intends to compare and evaluate all qualifying submittals and select the most qualified candidate based on proposal content and responsiveness to the Lassen County Public Works Department criteria and goals.

This is a request for proposal only and should not be interpreted as a solicitation for services or as a contract. Submittals should be comprehensive, concise, and directly responsive to the Lassen County Public Works Department goals and format as outlined in this RFP. An agreement will be entered into with the selected consultant after the evaluation process is completed by the Lassen County Public Works Department.

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

Addenda to this RFP, if issued, will be sent to all prospective Consultants who have specifically received a copy of the RFP.

The information is made available at the office of the Lassen County Public Works Department, 707 Nevada Street, Susanville, California or at <https://www.lassencounty.org/dept/public-worksroads/projects-currently-bidding>.

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

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD or flash drive of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the Lassen County Public Works Department, 707 Nevada, Suite 4, Susanville, California 96130 prior to 4:00 P.M., April 11, 2024. Proposals shall be submitted in a sealed package clearly marked "Design and Engineering Consultant Services for Bridge 7C-70 Whitehead Slough Replacement Project" and addressed as follows:

Lassen County Public Works Department
707 Nevada Street, Suite 4
Susanville, California 96130

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. The modified Proposal must be received prior to 4:00 P.M., April 11, 2024.

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

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

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Lassen County Public Works Department and the Consultant receives the Notice to Proceed.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: April 15, 2024 – April 26, 2024

Oral interviews: Not Anticipated

Cost Negotiation with first ranked consultant: May 1, 2024 – May 3, 2024

Proposal Contract Award and Notice to Proceed: May 21, 2024

Any question related to this RFP shall be submitted in writing to the attention of Dave Ernaga via email at dernaga@co.lassen.ca.us. Questions shall be submitted before 5:00 P.M. on April 8, 2024.

No oral question or inquiry about this RFP/RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND:

The Lassen County Public Works Department is in the process of obtaining the necessary professional engineering services/design consultant for the Whitehead Slough Bridge (7C-70) bridge replacement project.

The proposed replacement project for Whitehead Slough Bridge (7C-70), located on Capezzoli Lane (County Road 306) near Standish, California, which replaces an existing 2-span metal bridge with a structure in the same location to be determined with a bridge selection report. This proposal is to provide the engineering design services necessary per Caltrans requirements to determine the bridge type, foundation type and design, bridge design and the preparation of contract plans and technical

specifications as well as prepare an engineer's itemized cost estimate for the proposed new bridge replacement structure. Also, the consultant shall provide construction support and inspections during the construction phase.

See attached Project Location Maps in Attachment 1.

SCOPE OF WORK:

General:

The engineering and design service, plans and specifications shall be performed by or under the direction of a licensed Structural Engineer or licensed Civil Engineer, specializing in bridge engineering, who is registered with the State of California.

The plans and specifications shall contain recommendations by the Structural Engineer or Civil Engineer for specific design considerations for the structures based upon current design standards set forth by the California Department of Transportation (Caltrans) and American Association of State and Highway and Transportation Officials (AASHTO) in the engineering process as well as the information contained in the current Caltrans Local Assistance Procedures Manual Chapters 11 and 12.

Bridge Type Selection Report:

The engineering consultant shall evaluate to ensure that the chosen structure type and associated details are the most cost-effective solution that meets the requirements in the NEPA environmental document (See Attachment 4) as well as the structural needs for the project.

Preliminary Structures Analysis and Bridge and Foundation Design:

The engineering consultant shall evaluate any design constraints as well as alternatives that best provide cost effective, readily constructible solutions for the bridge.

Development of Final Bridge and Foundation Design and Structure Plans, Specifications and Estimate (PS&E):

When the environmental document has been approved and the Lassen County Public Works Department issues the "Notice to Proceed" the engineering consultant shall proceed in preparing detailed plans, specifications and estimate for the bridge and foundation structures. The plan drawing shall include plan and elevation, foundation details, bridge details, guardrail details, standard details and other related details and drawings necessary to construct the bridge. The engineering consultant shall prepare a detailed set of specifications for the foundation and bridge structure to be used for the construction of the new bridges as well as detailed engineer's estimates which will be used for bidding phase for this project.

Services During Construction:

The engineering consultant shall provide professional engineering services related to consultation, support and inspection services during the construction of replacement bridges 7C-70 project.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

- Federal laws
- State laws
- Local laws
- Rules and regulations of governing utility districts
- Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the Lassen County, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to complete preliminary engineering, design, PS&E documents and all other documents needed to construct the bridge for the Whitehead Slough Bridge 7C-70 Replacement Project as well as construction consultation and inspections as required during the bridge construction.

This proposal is to provide professional engineering, design, consultation and support services, including the preparation of detailed plans for the bridge, abutments and foundation structure, bridge railing and other details required to construct the bridge. The plan drawing shall include plan and elevation, foundation details, bridge details, guardrail details, standard details and other related details and drawings necessary to construct the bridge. The engineering consultant shall prepare a detailed set of specifications for the foundation and bridge structure to be used for the construction of the new bridge as well as detailed engineer's estimates which will be used for bidding phase for this project.

The selected engineering consultant shall perform the engineering services necessary for the design of the proposed replacement structure which is the Whitehead Slough Bridge (7C-70) which is a 35.33 ft x 60 ft as well as prepare a set of detailed plans, detailed specifications and an engineer's itemized cost estimate for each project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – The Lassen County Public Works Department will serve as the contract manager and direct liaison between the Consultant and Caltrans District 2 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the Lassen County Public Works and consultant sub-contractors, and preparing all submissions for the Lassen County Public Works to submit to Caltrans Local Assistance. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards, Local Assistance Procedures Manual and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the Lassen County Public Works Department at 30%, 60%, 90%, and final contract documents.
- **Bid Process** – Provide an electronic copy of the final approved plans and specifications and a hard copy of the final approved plans and specifications. 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. Lassen County Public Works Department will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the Lassen County Public Works Department as necessary.

- **Construction Phase** – Consultant shall provide construction support and inspections during the construction of the project.
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.
- **Method of Payment** – Lump Sum Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

General/Other Standards -

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

Work to be performed by the Agency-

The County has determined the project location. The Location Hydraulic Study and Geotechnical Report have been done by other consultants and shall be available to the consultant that is selected.

The County has topographic surveyed and mapped the project area and has developed an AutoCAD Civil 3D version 2018 model which will be available to the consultant which is selected. If additional surveying is required the County will be responsible for this work.

The County has completed the environmental work and has NEPA Categorical Exclusion Determination for this project (See Attachment 4).

The County is in the process of obtaining the Right of Way for this project and the consultant shall not be responsible for this phase.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Project Schedule – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

AVAILABLE INFORMATION:

The following information is made available as a part of this Request for Proposal.

- Project location maps
- A sample contract that will be used for this project.
- Required Local Assistance Procedures Manual Exhibits
- NEPA Environmental Document

The following information is made available at the office of the Lassen County Public Works Department, 707 Nevada Street, Susanville, California or at <https://www.lassencounty.org/dept/public-worksroads/projects-currently-bidding>

- Preliminary plan and profile sheets with proposed bridge locations with horizontal control and bench marks designated and marked in the field.

The following information is being prepared by other consultants and will be available to the engineering consultant prior to any design/engineering work.

- Geotechnical Site Investigation reports and Log of Test Borings.
- Preliminary Location and Design Hydraulic Study reports for the structures.

Lassen County Department of Public Works shall provide any information the Lassen County Public Works Department may have on file, as requested by the Consultant, to the extent it is relevant to this contract and otherwise permitted by law.

PRODUCTS:

The products to be generated and printed by the selected consultant shall include, at a minimum:

- Three copies of the final specifications for each of the projects.
- Three copies of the detailed engineer's estimate for each of the projects.
- Three copies of all design calculations for each of the projects.
- Three 24" x 36" reproducible copies of the complete set of the foundation and bridge structure drawings for each of the projects.
- One electronic copy on CD or flash drive with the complete set of products in compatible format, (i.e. Microsoft Office, AutoCAD) for each of the projects.

PAYMENT SCHEDULE:

The payment schedule offered by the Lassen County Public Works Department is as follows:

- Monthly payments shall be made within 30 days of receipt of billing by the consultant covering the costs in accordance with the consultant proposal. Final payment shall be after the final report is approved by the Lassen County Public Works Department and the Caltrans Local Assistance Department and shall not exceed the amount specified within the submitted RFP.

PROJECT DETAIL LIST

Whitehead Slough Bridge, No. 7C-70, Capezzoli Lane, CR. #306

Existing Bridge:

Metal w/ metal piles and abutments and wingwalls
2 span: 2 -1 @ 27 feet, 2 @ 27 feet
Width = ±19 feet; Length = ±55.0 feet

Proposed Bridge:

To be determined by a type selection report

APPENDIX A – PROPOSAL REQUIREMENTS

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

Proposals shall contain the following information in the order listed:

1. Introductory Letter

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

Peter Heimbigner, Director
Lassen County Public Works Department
707 Nevada Street, Suite 4
Susanville, CA 96130

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

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

2. Executive Summary

3. Consultant Information, Qualifications & Experience

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

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

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.

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

5. Scope of Work

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

6. Schedule of Work

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

7. Conflict of Interest Statement

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

8. Litigation

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

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

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

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 3 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The local agency's current contract DBE Goal is 8%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- **Any other relevant forms required during the project.**

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

11. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the Lassen County Public Works Department is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposal shall be submitted in a separate sealed envelope from the proposal.**

The Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02) shall be included in the cost proposal submitted

The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10.1.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

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

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Lassen County Public Works Department requirements as set forth in this RFP.

The selection process is not anticipating oral interviews. The consultant will be notified of the time and place of oral interviews, if needed, and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points (if utilizing both written and oral evaluations) and three hundred seventy-five (375) points (if utilizing only written evaluations).

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	References	15
Subtotal:		75

No.	Interview Evaluation Criteria	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated

a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to Lassen County Public Works Department needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with Lassen County Public Works Department
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Lassen County Public Works Department during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the Lassen County Public Works Department overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the Lassen County Public Works Department that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (15 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (15 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		15	
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		15	
Total:			100	

PROPOSAL DEADLINE:

All proposals must be received by the Lassen County Public Works Department, 707 Nevada Street, Suite 4, Susanville, CA 96130 by 4:00 P.M., April 11, 2024. Proposals will be opened at that time and referred to the evaluating committee. **Cost proposal shall be submitted in a separate sealed envelope from the proposal.**

Late proposals will not be accepted.

CONTACT:

For additional information on this project, contact:

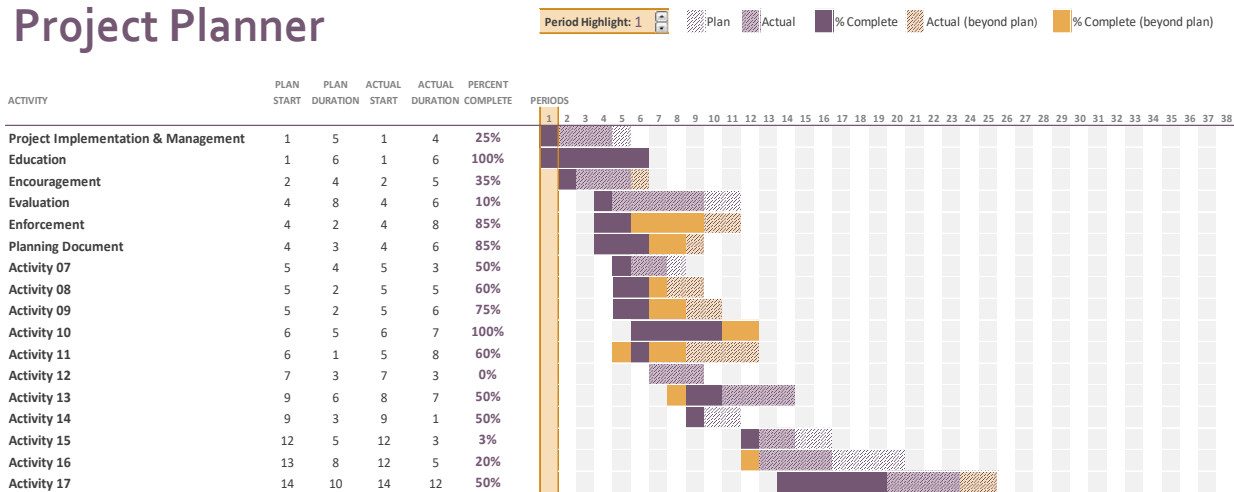
Dave Ernaga, Associate Engineer
Lassen County Public Works Department
707 Nevada Street, Suite 4
Susanville, CA 96130
(530) 251-8296 - Office
(530) 310-2138 - Cell
e-mail - dernaga@co.lassen.ca.us

APPENDIX C – PROJECT SCHEDULE

Project Schedule – A Gantt chart or equivalent should be used for evaluations to compare project deliverables, and time frames and can be done in Excel.

The chart below in just an example and other charts that provide the project schedule information will be acceptable.

Project Planner

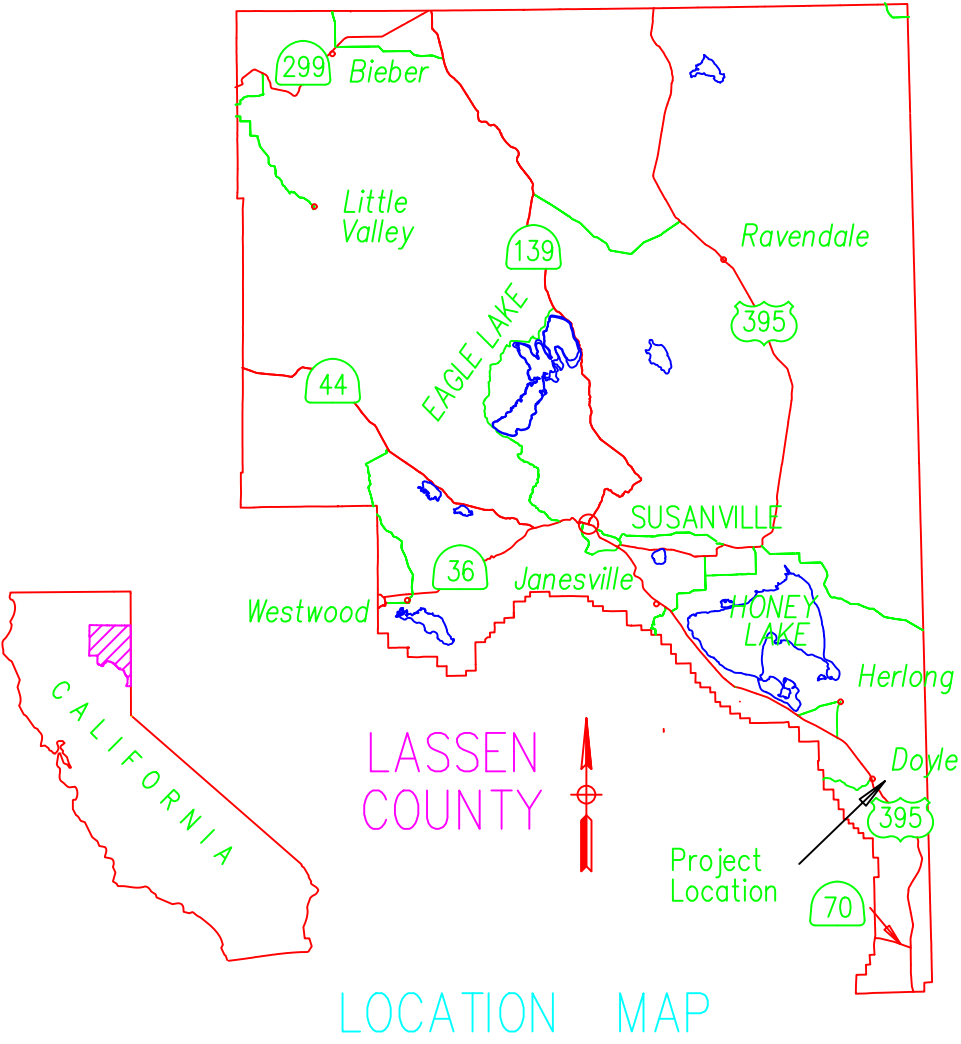
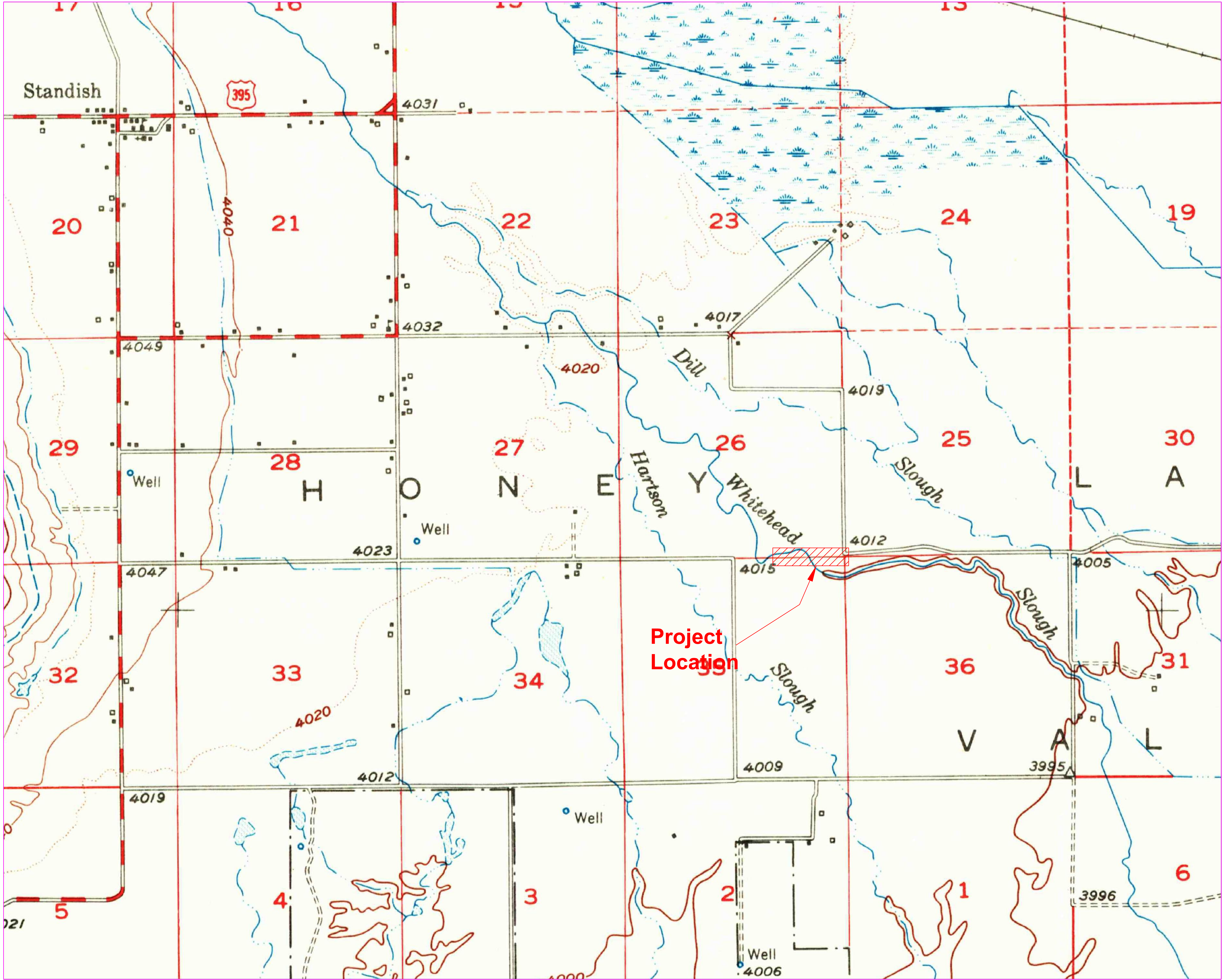


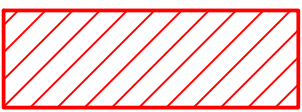
Attachment 1

Vicinity and Location Maps

Whitehead Slough Bridge 7C-70 Replacement Project

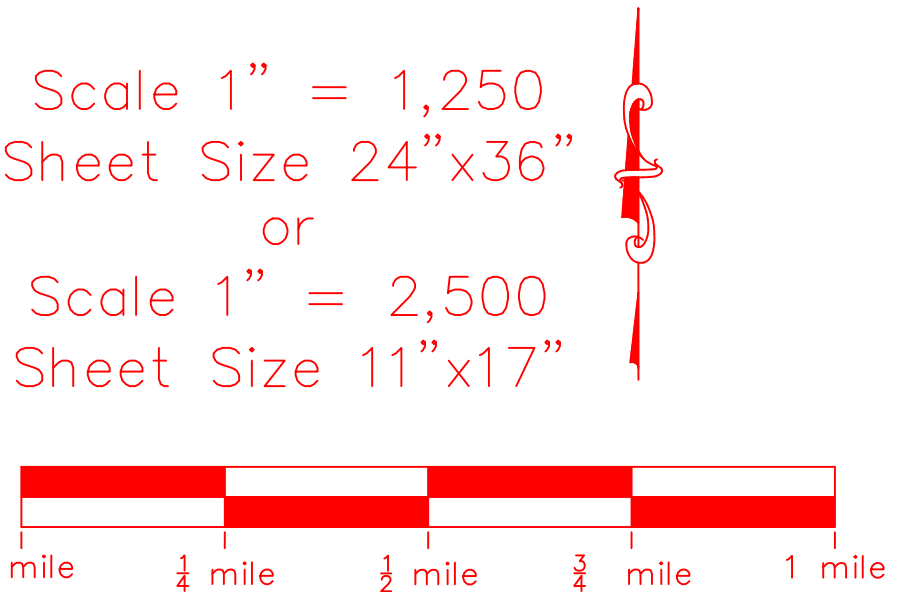
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
02	LAS	CR 306	2.92 to 3.23	2	4



 Project Area

Public Land Survey:
Section 26
Township : 29N
Range: 14E

USGS 7.5 Quad:
Standish, California 1994
Lat: 40° 20' 12.30" N
Long: 120° 21' 51.30" W



Capezzoli Lane Bridge
7C-70
Replacement Project
USGS Location Map

DATE

REVISION DATES

DATE

CHECKED

DATE

DESIGNED

PROJECT ENGINEER — David John Ernaga

COUNTY OF LASSEN

DIST	COUNTY	PROJECT NAME	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
2	Lassen	7C-70 Bridge Replacement	PM 2.93 to 3.23	3	4

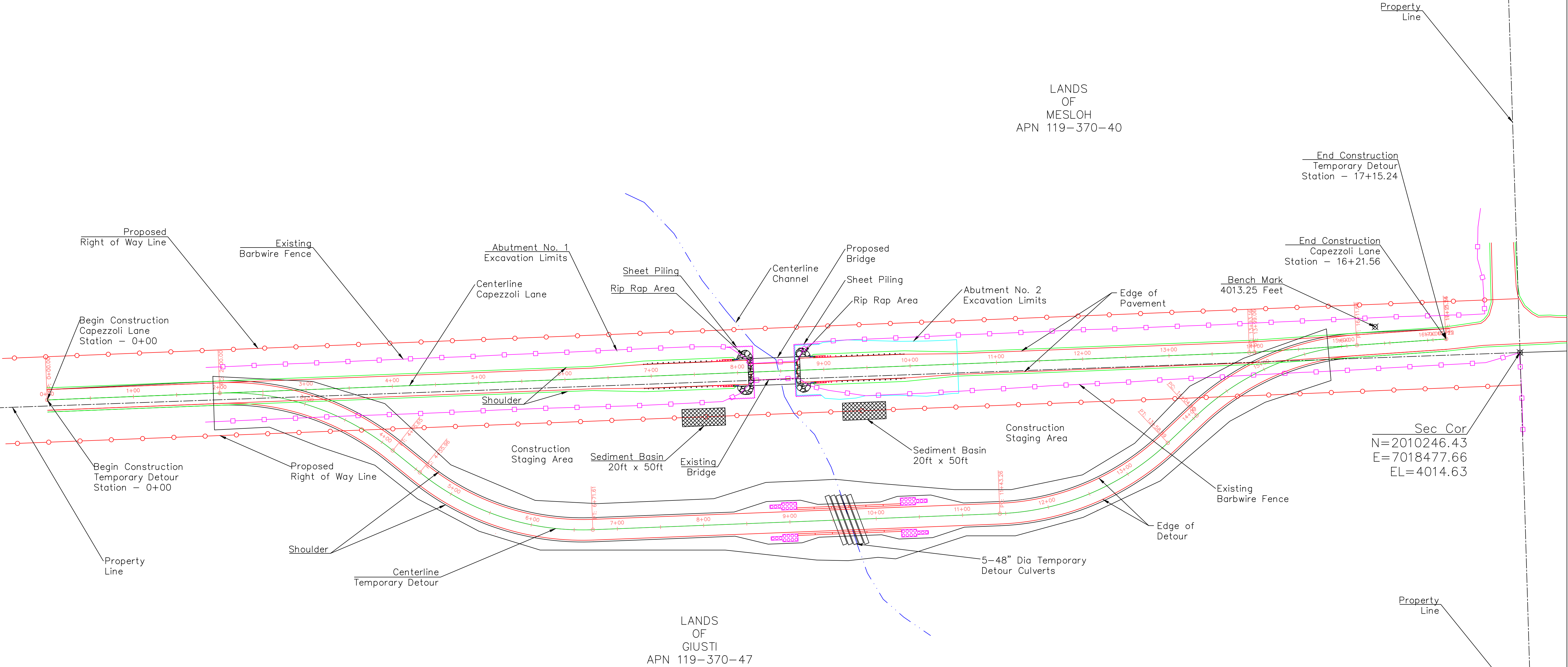
NOTE:

There are no dwellings within the project limits.

The County needs to acquire Right of Way and a temporary construction easement from the property owners.

The Right of Way required is 100 feet, 50 feet each side of existing centerline on Capezzoli Lane.

LANDS
OF
MESLOH
APN 119-370-40



Legend	
Section and Property Line	— — — — —
Centerline Creek	- - - - -
Centerline — Capezzoli Lane	—————
Centerline — Temporary Detour	—————
Right of Way — Proposed	—○—○—○—
Existing Fence	—□—□—□—

Scale 1" = 60'
Sheet 34" x 22"

Existing Bridge — 19 feet x 55 feet
Proposed Bridge — To Be Determined by Bridge selection Report

General Layout Plan
for the
Bridge 7C-70 over Whitehead Slough
on
Capezzoli Lane CR 306
in
Lassen County

Attachment 2

Sample Agreement

**AGREEMENT BETWEEN LASSEN COUNTY
AND
COMPANY NAME**

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and, _____ a California Corporation with a principal place of business at, _____ (hereinafter "CONSULTANT").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS, COUNTY needs to complete professional design, engineering and inspection services for the construction of new bridge structure for the proposed Whitehead Slough Bridge 7C-70 replacement project.

WHEREAS, COUNTY desires to hire a CONSULTANT to complete these services and,

WHEREAS, CONSULTANT is a licensed Structural Engineer and licensed Civil Engineer, specializing in bridge design and engineering, and registered with the State of California and,

WHEREAS, CONSULTANT desires to provide these services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A". CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of **DATE** through **DATE**.

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- 4.1 Monitor and evaluate CONSULTANT's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.2 Review all invoices submitted by CONSULTANT for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.3 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONSULTANT under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Pete Heimbigner, Director is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONSULTANT. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Request for Proposal (RFP) Package
- Attachment F – Consultant's Proposal
- Attachment G – DBE Information, Exhibit 10-02
- Attachment H – DBE Exhibit 10-H

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONSULTANT

Dated: _____

By: _____

COUNTY OF LASSEN

Dated: _____

By: _____
Pete Heimbigner, Director

Approved as to form:

Lassen County Counsel

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY
AND
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

General:

The design and engineering services, plans and specifications shall be performed by or under the direction of a licensed Structural Engineer or licensed Civil Engineer, specializing in bridge engineering, who is registered with the State of California.

The plans and specifications shall contain recommendations by the Structural Engineer or Civil Engineer for specific design considerations for the structures based upon design standards set forth by the California Department of Transportation (Caltrans) and America Association of State and Highway and Transportation Officials (AASHTO) in the engineering process.

Bridge Type Selection Report:

The engineering consultant shall evaluate to ensure that the chosen structure type and associated details are the most cost-effective solution that meets the structural needs for the project

Preliminary Structures Analysis and Bridge and Foundation Design:

The engineering consultant shall evaluate any design constraints as well as alternatives that best provide cost effective, readily constructible solutions for the bridges.

Development of Final Bridge and Foundation Design and Structure Plans and Specifications:

When the environmental document has been approved and the County issues the "Notice to Proceed" the engineering consultant shall proceed in preparing detailed plans for the bridge and foundation structure. The plan drawing shall include plan and elevation, foundation details, bridge details, guardrail details, standard details and other related details and drawings necessary to construct the bridge. The engineering consultant shall prepare a detailed set of specifications for the foundation and bridge structure to be used for the construction of the new bridge as well as detailed engineer's estimate which will be used for bidding phase for the project.

Services During Construction:

Provide professional engineering services related to consultation and support services during the construction of replacement bridge 7C-70 project.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

- Federal laws
- State laws
- Local laws
- Rules and regulations of governing utility districts
- Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the County, included in the sample contract in Attachment 2.

Services to be Provided:

This proposal is to provide professional design, engineering, consultation and support services, including the preparation of detailed plans for the bridge and foundation structure. The plan drawing shall include plan and elevation, foundation details, bridge details, guardrail details, standard details and other related details and drawings necessary to construct the bridge. The engineering consultant shall prepare a detailed set of specifications for the foundation and bridge structure to be used for the construction of the new bridge as well as detailed engineer's estimate which will be used for bidding phase for the project.

The selected engineering consultant shall perform the engineering services necessary for the design of the proposed replacement structure which will be determined by the bridge selection report for the Whitehead Slough Bridge (7C-70), as well as prepare a set of detailed plans, detailed specifications and an engineer's itemized cost estimate and inspection services for this project.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

END OF ATTACHMENT "A"

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY
AND

PAYMENT

COUNTY shall pay CONSULTANT as follows:

Monthly payments shall be made within 30 days of receipt of billing request by the Consultant covering the costs in accordance with the Consultant's proposal (see attached Attachment E).

The total fee to be paid under this contract shall be \$_____ and shall be broken down as detailed within the Fee Schedule in the Consultant's proposal:

Final payment shall be after the receipt and approval of the final review appraisal reports and review certificates have been received and approved by Caltrans and the County. The maximum amount payable under this contract shall not exceed \$ without written authorization by the County.

END OF ATTACHMENT "B"

ATTACHMENT C

AGREEMENT BETWEEN LASSEN COUNTY AND ADDITIONAL PROVISIONS

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement 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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

END OF ATTACHMENT "C"

ATTACHMENT D

**AGREEMENT BETWEEN LASSEN COUNTY
AND**

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONSULTANT shall be: an independent contractor and CONSULTANT and each and every employee, agent, servant, partner, and shareholder of CONSULTANT (collectively referred to as "The Consultant") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONSULTANT shall determine the method, details and means of performing the services to be provided by CONSULTANT as described in this Agreement.

D.1.2 CONSULTANT shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this Agreement.

D.1.3 CONSULTANT shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONSULTANT is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONSULTANT with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONSULTANT any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONSULTANT any federal, state or local tax including, but not limited to, any personal income tax owed by CONSULTANT.

D.1.8. The CONSULTANT is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.1 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.

D.2 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INSURANCE.

D.4.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.4.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONSULTANT shall insure both COUNTY and CONSULTANT against any liability arising under or related to this Agreement.

D.4.1.2 During the term of this Agreement, CONSULTANT shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident and Five Hundred Thousand Dollars (\$500,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.4.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.4.1.4 Workers' Compensation Insurance coverage for all of CONSULTANT'S employees and other persons for whom CONSULTANT is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.4.2 The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

D.4.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.4.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.4.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONSULTANT 's financial resources as it may see fit.

D.4.6 Prior to CONSULTANT rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONSULTANT shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Pete Heimbigner
Director
707 Nevada Street, Suite 4
Susanville, Ca. 96130

Upon COUNTY's request, CONSULTANT shall deliver certified copies of any insurance policies to COUNTY.

D.4.7 CONSULTANT shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONSULTANT has delivered the certificate(s) of insurance to COUNTY as previously described. The policies of insurance provided herein which are to be provided by CONSULTANT shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONSULTANT will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.4.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.4.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONSULTANT, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONSULTANT shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.5 INDEMNITY.

COUNTY shall not be liable for, and Consultant shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation,

claims caused by the concurrent negligent error or omission, of County Parties. However, Consultant shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

D.6 **CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.7 **ASSIGNMENT PROHIBITED.** CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.9 **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

D.10 **POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.11 **TAXES.** CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.12 **TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONSULTANT. In the event COUNTY gives notice of termination, CONSULTANT shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONSULTANT shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed

_____ Dollars (\$). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONSULTANT may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONSULTANT has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 **WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 **ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 **MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONSULTANT disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 **Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 **TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 **MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 **COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 **OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 **VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 **CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 **CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

D.32 **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 **CORPORATE AUTHORITY.** If CONSULTANT is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONSULTANT is a corporation, CONSULTANT shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 **CONFLICT OF INTEREST.**

D.34.1 **Legal Compliance.** CONSULTANT agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 **Advisement.** CONSULTANT agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 **Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONSULTANT is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONSULTANT for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONSULTANT or any business firm in which CONSULTANT has an interest of any type, with certain narrow exceptions.

D.35 **NONDISCRIMINATION.** During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement.

CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 **JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 **TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONSULTANT pursuant to this Agreement until CONSULTANT supplies the latter's Taxpayer identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Pete Heimbigner, Director
Lassen County Public Works
707 Nevada Street, Suite 4
Susanville, Ca. 96130

If to "CONSULTANT":

END OF ATTACHMENT D

Attachment 3

Required Local Assistance Procedures Manual Exhibits

Exhibit 10-I “Notice to Proposers DBE Information”

Exhibit 10-01 “Local Agency Consultant DBE Commitment”

Exhibit 10-Q “Disclosure of Lobbying Activities”

Exhibit 15-H “Proposers/Contractor Good Faith Efforts”

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 8%

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included **in best qualified consultant’s executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

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

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

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
11. TOTAL CLAIMED DBE PARTICIPATION			%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			
21. Local Agency Representative's Signature _____ 22. Date _____ 23. Local Agency Representative's Name _____ 24. Phone _____ 25. Local Agency Representative's Title _____			

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization

Method/Date of Contact

Results

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

Attachment 4

NEPA Environmental Document



**CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION
DETERMINATION FORM (rev. 06/2022)**

Project Information

Project Name: Capezzoli Lane at Whitehead Slough Bridge Replacement Project

DIST-CO-RTE: 02-LAS-CR 306

PM/PM:

Bridge # 07C-0070 Federal-Aid Project Number: BRLO 5907(060)

Project Description

Lassen County, with Caltrans as NEPA lead oversight, as assigned by FHWA, will replace bridge #07C0070 on Capezzoli Lane over Whitehead Slough. The project is in the Honey Lake Valley, approximately 3.6 miles southeast of the town of Standish, CA. A new bridge will be constructed in the same location and on the same alignment as the existing bridge, and a temporary detour will be necessary to complete the work.
(See continuation sheet)

Caltrans CEQA Determination (Check one)

☒ **Not Applicable** – Caltrans is not the CEQA Lead Agency

☐ **Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)

☐ **Categorically Exempt. Class** Enter class. (PRC 21084; 14 CCR 15300 et seq.)

☐ No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the [SER Chapter 34](#) for exceptions.

☐ **Covered by the Common Sense Exemption.** This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

Senior Environmental Planner or Environmental Branch Chief

[Local Agency is Responsible for CEQA](#)

Print Name

Signature

Date

Project Manager

[Local Agency is Responsible for CEQA](#)

Print Name

Signature

Date



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION
DETERMINATION FORM

Caltrans NEPA Determination (Check one)

☐ **Not Applicable**

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See [SER Chapter 30](#) for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

☒ **23 USC 326:** Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2022, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

☒ **23 CFR 771.117(c): activity (c) (28) Bridge Replacement**

☐ **23 CFR 771.117(d): activity (d) ()**

☐ **Activity listed in Appendix A of the MOU between FHWA and Caltrans**

☐ **23 USC 327:** Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated May 27, 2022, and executed by FHWA and Caltrans.

Senior Environmental Planner or Environmental Branch Chief

Chris Fazzari, SEP

Print Name

Signature

02/20/2024

Date

Project Manager/ DLA Engineer

Nicole Fortner, D2 DLAE

Print Name

Signature

02/20/2024

Date

Date of Categorical Exclusion Checklist completion (if applicable): NA

Date of Environmental Commitment Record or equivalent: 02/16/2024

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation sheet:

The existing Whitehead Slough Bridge is a metal structure measuring 19-feet (width) by 54-feet (length) and was constructed in approximately 1950. The bridge is on Capezzoli Lane (CR 306) which is maintained by the Lassen County Road Department, District 3 region. County Road 306 has a functional classification as a local road and has an asphalt concrete surface. In the late 1990's this bridge was scheduled for a seismic retrofit under the Seismic Retrofit (SR) program. During the environmental process, it was determined that the bridge was structurally deficient, and a decision was made to pursue a bridge replacement instead of putting the funding into the seismic retrofit and still have a substandard bridge.

The Caltrans Office of Structures Maintenance and Investigations stated in its Bridge Inspection Report dated August 29, 2000, that the bridge sufficiency rating was 47.3, which scored the bridge as structurally deficient. The County will replace this structure so that the traveling public will continue to have a safe access for their needs, the residents will have a way to get their goods and services to market, and emergency vehicles will have unrestricted access to the lands around the bridge.

The existing 54-foot by 19-foot bridge will be removed and replaced with a 60-foot by 35.33-foot bridge constructed on driven piling foundation with concrete slab deck on pre-stressed concrete girders. Excavation for the bridge abutments will be conducted outside of the channel; however, a small amount of excavation within the channel will occur and riprap will be placed around the abutments. There will be no piling installed within the channel because the proposed bridge will span the channel using pre-stressed concrete girders. The west and east approaches will be about ± 450 feet in length from the new bridge and will be constructed on the existing alignment. Piling will be located in the abutment area, only, and will not be placed within the channel.

A temporary detour will be constructed south of the bridge replacement area. The construction of the temporary detour will consist of installing geotech fabric within the channel area and placing five 4-foot diameter culverts on geotech fabric and covering the culverts with clean 2" minus drain rock, and the temporary detour roadway surface will be aggregate base.

Once the abutments are constructed and the rip rap has been placed, the temporary sheet piling shall be removed, and the prestressed girders will be placed, and the bridge deck poured. When the bridge and roadway are completed and open to the traveling public the temporary detour will be removed. The area will be graded to the original ground contours and reseeded with the native vegetation.

The County will acquire a 100-foot right of way, 50 feet each side of and along Capezzoli Lane, from the two property owners. Temporary construction easements will also need to be acquired to accommodate the temporary detour, as well as the staging and stockpiling areas.



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Studies/Reports to support this NEPA CE:

- A Preliminary Environmental Study (PES) form was completed on 08/25/2020
- An Air Quality Conformity Checklist was completed on 12/03/2020
- A Cultural Resources Area of Potential Effects (APE) Map was signed on 06/06/2022
- A Section 106 Archaeological Survey Report (ASR) was completed on 08/30/2022
- A Historic Properties Survey Report (HPSR) was completed (**No Historic Properties Affected**) on 10/12/2022.
- A Section 106 clarifying and Errata Sheet was submitted to SHPO and acknowledged on 02/01/2024. Determinations remain unchanged.
- A Section 106 Historical Resources Evaluation Report (HRER) was completed on 10/12/2022
- A Delineation of Wetlands/Waters of the U.S. was accepted on 09/14/2020
- A Natural Environment Study (NES) report was completed on 04/06/2022
- A Summary Floodplain Encroachment (SFER) form and a Location Hydraulic Study (LHS) form were completed on 01/04/2024
- An Environmental Commitments Record (ECR) was placed in the project file on 02/16/2024. The ECR must be updated when permits are obtained, and as new commitments are identified throughout the life of the project.