



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

**REQUEST FOR PROPOSALS
#10197**

For

**ENGINEERING AND DESIGN
CASTROVILLE RAILROAD UNDER CROSSING
BICYCLE/PEDESTRIAN PATH PROJECT**

PROPOSALS DUE BY

Final Proposals Due: 3:00 PM Thursday December 10th, 2009

By

Jaime Ayala, Deputy Purchasing Agent / Buyer II
County Administrative Office, Contracts/Purchasing Department

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GENERAL REQUIREMENTS SECTION

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1.0 INTENT

The County of Monterey Department of Public Works, herein after referred to as COUNTY, extends an invitation to all qualified Engineering firms, hereinafter known as CONSULTANT(S), to submit their proposals, experience, and fee schedule to provide environmental, design, engineering, plans, specifications, right-of-way, and assistance during construction activities for the Castroville Railroad Under Crossing Bicycle/Pedestrian project and as outlined in Section 5.0 Scope of Work.

2.0 BACKGROUND

This Request For Proposal (RFP) is for one Agreement with the COUNTY. The purpose of this Agreement is to provide the Department of Public Works with the necessary qualified resources to complete this project.

The project is located northeast of the community of Castroville and consists of constructing a Class I bicycle/pedestrian path and under crossing in Castroville at the Union Pacific Railroad (UPR) tracks north of the State Highway Bridge. The project begins at Axtell Street and proceeds northeast along Benson Road, Collins Road to Castroville Boulevard. See attached map.

Currently, there is an informal at-grade crossing at this location that students and residents of Castroville use to access Castroville Boulevard from downtown Castroville. The addition of the Class I bicycle/pedestrian path and under crossing will provide a direct connection from the town of Castroville to Castroville Boulevard closing the gap to an existing Class I bicycle path on Castroville Boulevard and the Moro Cojo subdivision.

3.0 CALENDAR OF EVENTS

3.1	Issue RFQ/RFP	November 5 th , 2009
3.2	Deadline for Written Questions	November 18 th , 2009
3.3	Proposal Submittal Deadline	December 10 th , 2009
3.4	Estimated Notification of Selection	December 30, 2009
3.5	Estimated AGREEMENT Date	February 16, 2010

This schedule is subject to change as necessary.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this RFP shall be directed to:

4.1.1 Proposal Format and Content: **Jaime Ayala**, Deputy Purchasing Agent/Buyer II
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
PHONE: (831) 755-4998 FAX: (831) 755-4969
Email: ayalaj@co.monterey.ca.us

4.1.2 Technical Information: **Patricia A. Lopez**, Management Analyst III
Resource Management Agency
Department of Public Works
168 W Alisal Street, 2nd Floor
Salinas, CA 93901-2439
PHONE (831) 755-4800 FAX: (831) 755-4958
Email: lopezp@co.monterey.ca.us

4.2 **FUTURE ADDENDA**; CONTRACTORS who received notification of this RFQ/RFP by means other than through a County of Monterey mailing, shall contact the person designated in Section 4.0 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda that may be issued prior to the proposal submittal date. **IT IS THE CONTRACTORS' RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.3 The deadline for submitting written questions regarding this RFQ/RFP is indicated in **GR Section 2.0 CALENDAR OF EVENTS**.

4.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Qualifications/Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

4.6 All questions regarding this RFQ/RFP shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

5.0 SCOPE OF WORK

5.1 PROJECT DESCRIPTION

- 5.1.1 The County of Monterey Department of Public Works invites qualified Engineering firms to submit their proposals for Engineering Services for the Castroville Railroad Under Crossing Bicycle/Pedestrian Path Project (“Project”). The scope of work includes environmental, design, engineering, plans, specifications, right-of-way, and assistance during construction activities for the Project

- 5.1.2 The County of Monterey is proposing class I bicycle/pedestrian and under crossing in the town of Castroville north of the State Highway 156 Bridge under Union Pacific Railroad (UPRR) tracks. The proposed project includes the construction of 8’ paved asphalt and 2’ graded shoulders from Axtell Street to Castroville Boulevard. The path will be located close to the current alignment of Benson and Collins roads (see attached map). This project will replace an existing un-signalized and informal bicycle/pedestrian at-grade crossing that residents’ of the town of Castroville use to access Castroville Boulevard from downtown Castroville. This route is also used by students to get to and from North Monterey County High School and Elkhorn Elementary School.

- 5.1.3 The County and its’ consultants shall work closely with Union Pacific (UP). UP will review, comment and provide oversight of the preliminary design, engineering, and construction of the under crossing. Consultant shall provide UP with the required information as described in the “Guidelines for Design and Construction of Grade Separation Underpass Structures” (available upon request).

- 5.1.4 Consultants shall follow and comply with all requirements of the Caltrans “Local Assistance Procedures” for federally funded projects, and the “Highway Design Manual” for Bikeways.

- 5.1.5 Consultant shall coordinate with any and all relevant agencies including but not limited to: the Transportation Agency for Monterey County, Union Pacific, and Caltrans.

5.2 The scope of work and costs should include, but not be limited to, the following tasks:

5.2.1 PRELIMINARY ENGINEERING FOR BICYCLE PATH AND UNDER CROSSING

- 5.2.1.1 Surveys and Base Mapping
- 5.2.1.2 Aerial Photogrammetry
- 5.2.1.3 Supplemental Topographic
- 5.2.1.4 Aerial Topographic Mapping
- 5.2.1.5 Right-of-Way Base Mapping
- 5.2.1.6 Identify Utility Relocation Requirements
including USA undergrounding identification and potholing
- 5.2.1.7 Geotechnical Investigation
- 5.2.1.8 Geometric Approval Drawing

- 5.2.1.9 Preliminary Cost Estimates
- 5.2.1.10 Alternatives Analysis
 - 5.2.1.10.1 With shoofly
 - 5.2.1.10.2 Without shoofly
- 5.2.1.11 Project Feasibility Report
- 5.2.2 **PRELIMINARY PLAN SUBMITTAL**
 - 5.2.2.1 Plan Submittals (including but not limited to):
 - 5.2.2.1.1 Title Sheet
 - 5.2.2.1.2 Typical Sections
 - 5.2.2.1.3 Plan and Profiles
 - 5.2.2.1.4 Construction Detail Sheets
 - 5.2.2.1.5 Drainage Plan and Profile Sheets
 - 5.2.2.1.6 Lighting/Electrical Plans
 - 5.2.2.1.7 Signing and Striping Plan sheets
 - 5.2.2.1.8 Summary of Quantity Sheet
 - 5.2.2.1.9 Cross Sections
 - 5.2.2.1.10 Electronic Drawings (AutoCAD Civil 3D 2008)
- 5.2.3 **ENVIRONMENTAL DOCUMENTS**
 - 5.2.3.1 NEPA
 - 5.2.3.1.1 Technical Studies (As required by Caltrans in their letter dated: May 8, 2009 – attached)
 - 5.2.3.1.2 Natural Environmental Study-Minimal Impact (NESMI)
 - 5.2.3.1.3 Section 106
 - 5.2.3.1.4 Coastal Zone (Permits/Consistency with local coastal plan)
 - 5.2.3.1.5 Farmland Study (Part 1 & II of Form AD1006)
 - 5.2.3.1.6 Hazardous Waste
 - 5.2.3.1.7 Coastal Act Consistency Determination
 - 5.2.3.2 Upon Caltrans completion and approval of Consultant prepared technical studies, Caltrans will prepare the NEPA environmental determination (Categorical Exclusion with technical studies).
 - 5.2.3.3 CEQA
 - 5.2.3.3.1 Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND)
 - 5.2.3.3.2 Draft IS/MND for Public Review
 - 5.2.3.3.3 Final IS/MND & Mitigation Monitoring and Reporting Plan
- 5.2.4 **FINAL DESIGN:**
 - 5.2.4.1 Design (65% & 90% Plan Design)
 - 5.2.4.2 Plan submittal as listed below
 - 5.2.4.3 Special Provisions
 - 5.2.4.4 Engineer's Estimate
 - 5.2.4.5 Draft PS&E Submittal
- 5.2.5 Plan Submittals (including but not limited to):

- 5.2.5.1 Title Sheet (County Standard Boarder)
- 5.2.5.2 Typical Sections
- 5.2.5.3 Plan and Profiles
- 5.2.5.4 Plan View
- 5.2.5.5 Construction Detail Sheets
- 5.2.5.6 Drainage Plan and Profile Sheets
- 5.2.5.7 Lighting/Electrical Plans
- 5.2.5.8 Signing and Striping Plan sheets
- 5.2.5.9 Summary of Quantity Sheet
- 5.2.5.10 Cross Sections (Intervals of 100 feet)
- 5.2.5.11 Landscaping/Planting Plan
- 5.2.5.12 Electronic Drawings ((AutoCAD Civil 3D 2008)
- 5.2.5.13 Utility Coordination/Design
- 5.2.5.14 Permitting Coordination
- 5.2.5.15 Hydrology and Storm Drainage Design
- 5.2.5.16 Storm Water Data Report
- 5.2.5.17 Conceptual Storm Water Pollution Prevention Plan
- 5.2.5.18 Constructability Review
- 5.2.5.19 Final (100%) PS&E

5.2.6 **RIGHT OF WAY**

- 5.2.6.1 Plats and Legal Description for Right of Way Acquisitions
- 5.2.6.2 Appraisal Services
- 5.2.6.3 Independent Appraisal Review
- 5.2.6.4 Acquisition Service

5.2.7 **CONSTRUCTION**

- 5.2.7.1 Assistance during contract bidding
- 5.2.7.2 Assistance during construction

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 6.2 The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If this RFP includes options for renewal or extension, CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 The County does not have to provide a reason if it elects not to renew.

7.0 SELECTION CRITERIA

- 7.1** The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted proposal. CONTRACTOR(s) should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 7.2** The selection criteria include, but are not limited to, the following:
- 7.2.1 General Firm Information as per Attachment A herein
 - 7.2.2 Project Experience as per Attachment B herein
 - 7.2.3 Work Plan including position and hours per task
 - 7.2.4 Project Schedule – Duration of each task
 - 7.2.5 Firm's approach to project management and product delivery
 - 7.2.6 Readiness and availability
 - 7.2.7 Previous governmental agency work experience, including on-call contract work
 - 7.2.8 Knowledge and use of AutoCAD Civil 3D 2008
 - 7.2.9 Project Team experience working with Union Pacific Railroad on similar projects
 - 7.2.10 Consultants Experience with federally funded projects
 - 7.2.11 Completion and Compliance with Caltrans "Local Assistance Procedures Manual" (LAPM), Federal Provisions (Attachments C)

8.0 SEQUENTIAL CONTRACT NEGOTIATION

The County will pursue contract negotiations with the CONTRACTOR(s) who submit(s) the best Proposal(s), in the sole opinion of the County, and which is in accordance with the criteria as described within this RFP. If the contract negotiations are unsuccessful, in the opinion of either the County or the CONTRACTOR(s), the County may pursue contract negotiations with the company which submitted a Proposal which the County deems to be the next best qualified to provide the services, or the County may issue a new RFP or take any other action which it deems to be in its best interest.

GENERAL PROVISIONS SECTION GP

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GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: the County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any agreement or agreements resulting from this solicitation.

GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the SIGNATURE PAGE.

- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the CONTRACTOR'S name and address, ***the solicitation number, and the name of the person specified on the SIGNATURE PAGE.***
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number).
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.
- GP 2.8** Failure to comply with GP 2.3 – 2.7 may result in a Proposal being declared as "non-responsive".

GP 3.0 PROPOSAL FORMAT AND CONTENT

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1 Proposals should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices. All Proposals shall include a Table of Contents.
 - GP 3.2.2 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.3 Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email address, if any.
 - GP 3.2.4 A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY. Therefore, CONTRACTOR'S Proposal must specify what, if any, terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. CONTRACTOR agreements will not be considered if**

submitted after the Deadline for Proposals. (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE PAGE with your proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

GP 3.3 Submit one (1) single-sided original Proposal and three (3) single or double-sided copies of the CONTRACTOR'S proposed responses, with one (1) clearly marked "Original." (Total of four proposal packets.)

GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

GP 4.1 Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

GP 4.2 Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

GP 4.3 Delivery time shall be a part of the consideration of proposal submissions. Specify delivery time in days after receipt of order (ARO).

GP 4.4 Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

GP 4.5 ACCEPTANCE TIME: Proposals are subject to acceptance at any time within 90 days after opening.

GP 4.6 TAXES: The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

GP 4.7 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

GP 4.8 HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS)

and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.

GP 4.9 **WARRANTY:** The CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.

GP 4.10 Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The AGREEMENT will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

GP 8.0 INSURANCE

GP 8.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

GP 8.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

GP 8.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a

combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- GP 8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- GP 8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- GP 8.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

GP 8.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- GP 8.5** Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied

by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- GP 8.6** Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as

Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- GP 8.7** Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- GP 8.8** CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

GP 11.0 CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 12.0 NON-DISCRIMINATION

GP 12.1 During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

GP 12.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., 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.

GP 12.3 The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

GP 13.0 INDEPENDENT CONTRACTOR

GP 13.1 The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

GP 13.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the AGREEMENT.

The CONTRACTOR shall disclose any financial, business, or other relationship with Monterey County that may have an impact upon the outcome of this contract, or any ensuing Monterey County construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing Monterey County construction project, which will follow.

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

The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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SAMPLE AGREEMENT SECTION

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SAMPLE AGREEMENT

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # _____ dated _____,
CONTRACTOR'S Proposal dated _____, including all attachments and exhibits, to RFP # _____
AGREEMENT
Certificate of Insurance
Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and exhibits), RFP #XXXX, Addendum, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

[_____]

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONTRACTOR shall reference the AGREEMENT number and RFP # _____ on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
 County of Monterey, Contracts/Purchasing
 Department
 168 W. Alisal Street, 3rd Floor.
 Salinas, CA 93901-2439
 Tel. No.: (831) 755-4990
 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Name _____
 Address _____

 Tel. No. _____
 FAX No. _____

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APPENDIX

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ATTACHMENT A

ORANIZATIONS GENERAL INFORMATION

Please prepare a general information summary about your firm which, at a minimum, includes the following:

Firm Name and Address

Year Established

Enter the year the firm (or branch office, if appropriate) was established under the current name.

DUNS Number

Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

Ownership Type

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

Point of Contact.

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

Former Firm Names

Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

Employees by Discipline

Specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

Litigation History

Description of litigation to which the firm has been a party in the most recent five year period. Please include the following details:

- 1) Name of case,
- 2) Date filed,
- 3) Court in which filed,
- 4) Judgment or result.

---End of ATTACHMENT A---

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ATTACHMENT B

SIMILAR PROJECT EXPERIENCE

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

Project Name

Brief Project Description

Client Name

Client Contact Info

Please include phone number and email address if possible

Size of Project

Please include square footage and total cost.

Name of General Contractor on Project

Specify the Specialty Area

Specify which of the following specialty areas this project falls under: Railroad, Roads and Bridges, Commercial, Office, Warehouse/Storage, I.T., Maintenance, Criminal Justice, or other (specify which).

---End of ATTACHMENT B---

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ATTACHMENT C

LAPM FEDERAL PROVISIONS

ARTICLE I CONTACT INFORMATION

County Project Manager

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Contractor Project Manager

Name: _____

Title: _____

Address: _____

Telephone Number: _____

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

☐ **The method of payment for this contract will be based on actual cost-plus-a fixed fee.**

- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$ _____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.

- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60–calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division
- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

☐ **The method of payment for this contract will be based on specific rates of compensation** (on-call contracts).

- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter “executed Proposal”).
- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR’s executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY’s Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY’s Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY’s Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the

format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract, shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.
- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- ☐ **The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE IV CHANGE IN TERMS

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

ARTICLE V COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowed of individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

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

ARTICLE VII RETENTION OF RECORDS

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

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

ARTICLE VIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.

- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager.

ARTICLE X INSPECTION OF WORK

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XI SAFETY

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

ARTICLE XII OWNERSHIP OF DATA

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIII DEBARMENT AND SUSPENSION CETRIFICATION

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XIV STATE PREVAILING WAGE RATES

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI DBE PROVISIONS

The COUNTY has established an Underutilized DBE goal for this Agreement of 2.97%.

The COUNTY has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer -DBE –Information (Consultant Contract)” (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder 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, sub-consultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by UDBE sub-consultants, sub-consultants, suppliers or trucking companies.
 3. The proposer 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 prime consultant shall list only one sub-consultant for each portion of work as defined in their proposal and all DBE sub-consultants should be listed in the cost proposal list of sub-consultants.
 - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE sub-consultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the

premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
 - 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 UDBE 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.
7. For DBE trucking companies; credit for DBE's will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal, under the following conditions:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ARTICLE XVII SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- D. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the CONTRACTOR must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another

UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
 - D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
4. Prompt Payment of Funds Withheld to Subcontractors

- A. The COUNTY shall hold retainage from the prime CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the

COUNTY, of the contract work, and pay retainage to the prime CONTRACTOR based on these acceptances. The prime CONTRACTOR, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

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

5. DBE Records

- A. The CONTRACTOR shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTORS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the CONTRACTOR's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONTRACTOR when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.
 - 1. Prior to the fifteenth of each month, the CONTRACTOR shall submit documentation to the COUNTY's Project Manager showing the amount paid to DBE trucking companies. The CONTRACTOR shall also obtain and submit documentation to the COUNTY's Project Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.

2. The CONTRACTOR shall also submit to the COUNTY's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the CONTRACTOR by the COUNTY's Project Manager.

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

7. Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a 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 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 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.

8. The following applies to contracts which require trucking:

For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also a UDBE, credit will count towards the UDBE goal under the following conditions:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Print Name	Signature	Date
Local Agency Representative		
(Area Code) Telephone Number: _____		

Signature of Proposer

Date (Area Code) Tel. No.

Local Agency Bidder - UDBE Commitment (Rev 3/09)

INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT (CONSULTANT CONTRACTS) (Revised 03/09)

ALL PROPOSERS:

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

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and sub-consultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

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

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

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

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

(Area Code) Telephone Number: _____

%

Local Agency Bidder - DBE Commitment(Rev 3/09)

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and sub-consultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

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

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

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

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

EXHIBIT 15-H UDBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The County of Monterey established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 2.97% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-----------------------------	---------------------------------	--------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

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

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

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

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

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

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ of
Monterey County, and that the consulting firm of

_____, or its representative has not been required
(except as herein expressly stated), directly or indirectly, as an express or implied condition in
connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or
consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of
Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid
highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

---End of ATTACHMENT C---

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PROPOSAL PACKAGE SECTION

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10197**
ISSUE DATE: November 5th, 2009



RFP TITLE: CASTROVILLE RAILROAD UNDER CROSSING BICYCLE/PEDESTRIAN PATH PROJECT

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON Thursday December 10th, 2009

ADDRESS:
CONTRACTS/PURCHASING
OFFICER
COUNTY OF MONTEREY
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Patricia A. Lopez (831) 755-8998, Management Analyst III

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

- ☒ GENERAL FIRM INFORMATION IN ACCORDANCE WITH EXHIBIT A ATTACHED HERewith IN AN ORIGINAL AND THREE COPIES
- ☒ PROJECT EXPERIENCE IN ACCORDANCE WITH EXHIBIT B ATTACHED HERewith IN AN ORIGINAL AND THREE COPIES
- ☒ Completion and Compliance with Caltrans "Local Assistance Procedures Manual" (LAPM), Federal Provisions (Attachments C)
- ☒ FEE SCHEDULE AND COST PROPOSAL SUBMITTED IN A SEALED ENVELOPE

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

City: _____

State: _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____

DEPARTMENT OF TRANSPORTATION

50 Higuera Street
SAN LUIS OBISPO, CA 93401-5415
TELEPHONE: (805) 549-3111
TDD (805) 549-3259



May 8, 2008

05-MON-0-CR
Castroville-Elkhorn Bike Path
STPLHSR-5944 (058)

Paul Greenway, P.E.
County of Monterey
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

Dear Mr. Greenway,

This letter is to follow-up on the field review held April 24, 2008, and to provide additional information for the County to comply with the requirements of the National Environmental Policy Act (NEPA). Monterey County, with financial support from the Federal Highway Administration (FHWA), proposes construction of a Class I bicycle and pedestrian facility in north Monterey County, northeast of the community of Castroville. The project would provide access from Salinas Road to Castroville Blvd., and includes construction of an under crossing of the Union Pacific Railroad tracks.

Enclosed you will find a copy of the signed Preliminary Environmental Studies (PES) form which was reviewed and completed at the field review. It is our understanding that NEPA technical studies have been prepared for previous projects in the same general vicinity. If you have studies that you feel address the concerns outlined below, please forward them to us. Otherwise, as indicated on the PES form, the following draft studies should be prepared and provided to Caltrans for review:

Natural Environment Study--Minimal Impact: The proposed project is located in a disturbed environment bordered by residential development, State Route 156, fields used for agricultural row crops, and Castroville Blvd. An agricultural ditch line parallels the edge of the dirt road leading from the railroad tracks to Castroville Blvd. The exact alignment of the bike path was unknown during the field review.

A Natural Environment Study-Minimal Impact (NESMI) must be prepared for the project and include an assessment of the entire project area and off site mitigation areas (if any). The report must identify potential impacts to sensitive habitats, California Species of Special Concern, State and Federal Listed Species, and federal designated critical habitats. In addition all applicable federal laws and orders must be addressed including, but limited to, the Clean Water Act, the Migratory Bird Treaty Act, Executive Order 11990 - Protection of Wetlands, and Executive Order 13112 - Invasive Species. Any farmland wetland impacts must also be identified.

Please refer to Caltrans web site at <http://www.dot.ca.gov/ser/forms.html> for an NESMI template and the most up-to-date guidance. The biologist chosen to prepare the report should contact Tom Edell, District 5 Biologist, with questions regarding report format and content. Tom may be reached at (805) 549-3019 or tom_edell@dot.ca.gov.

Section 106: Please provide an Area of Potential Effect map for the project. This map depicts the area that will be impacted by the project, including staging and construction access areas. The map should be plotted on an aerial photographic or other base at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map should depict existing and proposed right-of-way. Roads should be clearly labeled. The APE map should have a signature and date block for "Principal Investigator – Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer."

Based on our examination of the APE map, Caltrans will determine whether any additional cultural resource studies will be required. Most of the APE has likely been previously surveyed for the Castroville-Elkhorn Bike Path project. If you have any questions about the Section 106 process, you may contact District Archaeologist Kelda Wilson at (805) 542-4697 or kelda_wilson@dot.ca.gov.

Coastal Zone: The project is located within the coastal zone. The County is responsible for obtaining permits for work within the coastal zone. Please provide evidence of consistency with the local coastal plan.

Farmland Study: If adjacent farmland will be impacted, a farmland study will be required. Part I and Part III of Form AD 1006 should be obtained from the local Natural Resource Conservation Service (NRCS) Office. The completed form should be submitted to the NRCS office for verification of presence of prime or unique farmlands. If impacted land is subject to the Farmland Protection Policy Act (FPPA), further coordination with NRCS will be required. If the land is not subject to the FPPA, no further study will be required.

Hazardous Waste: Because of proximity to the railroad facility and shallow ground water, an Environmental Site Assessment should be prepared and submitted to Caltrans for review.

Based on the preliminary evaluation of the project as described during the field review, the appropriate document to be prepared would be a Categorical Exclusion (CE) Determination with required technical studies. The CE would satisfy the Federal requirements for NEPA.

FHWA will be dispersing the federal funds and until recently acted as the lead federal agency responsible for compliance with NEPA. Caltrans is now acting as a federal agency, following the provisions of the Memorandum of Understanding (MOU) between the Federal Highway Administration, California Division and the California Department of Transportation State Assumption of Responsibility for Categorical Exclusions, which became effective on June 7, 2007. The MOU was signed pursuant to Section 6004 of the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which allows the Secretary of Transportation to assign, and the State of California to assume, responsibility for most NEPA Categorical Exclusion determinations. For those projects, the State may also be assigned FHWA's responsibilities for environmental consultation and coordination under other federal environmental laws. By statute, the State is deemed to be a Federal agency for these assigned responsibilities. As this project is covered by the Section 6004 MOU, Caltrans has assumed FHWA responsibility for environmental review, consultation, and coordination on this project, as assigned by FHWA pursuant to 23 U.S.C. 326.

Caltrans will prepare the NEPA environmental determination when the requested environmental reports are deemed complete. Please be advised that only the technical studies and reports needed to comply with NEPA and associated federal environmental regulations as described in the attached signed PES form, and detailed in this letter, will be reimbursed by FHWA. The County is responsible for any additional studies that may be required to comply with the California Environmental Quality Act (CEQA).

If you have any questions regarding the NEPA environmental requirements for this project, you may contact me at (805) 549-6188 or e-mail: randy_lavack@dot.ca.gov

Sincerely,



Randy LaVack
Caltrans District 5
Environmental Planning Branch

cc: Reinie Jones, Caltrans; Tom Edell, Caltrans; Kelda Wilson, Caltrans

EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDIES (PES) FORM

Federal Project No.: STPLHSR-5944(058)

(Federal Program Prefix-Project No., Agreement No.)

Final Design: _____

(Expected Start Date)

To: Reinie Jones

(District Local Assistance Engineer)

District 5

(District)

50 Higuera Street, San Luis Obispo, Ca 93401

(Address)

Reinie Jones@dot.ca.gov

(Email Address)

From: Patricia A. Lopez

(Local Agency)

Patricia A. Lopez/831.755.8998

(Project Manager's Name and Telephone No.)

168 West Alisal Street, Salinas, CA 93901

(Address)

lopezp@co.monterey.ca.us

(Email Address)

Is this Project "ON" the
State Highway System?☐ Yes
☒ NoIF YES, STOP HERE and contact the District Local Assistance Engineer
regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program

(FSTIP) <http://www.dot.ca.gov/hq/transprog/fedpgm.htm>:

(Currently Adopted Plan Date)

(Page No.—attach to this form)

Programming
for FSTIP:

Preliminary Engineering

\$ _____
(Fiscal Year) (Dollars)

Right of Way

\$ _____
(Fiscal Year) (Dollars)

Construction

\$ _____
(Fiscal Year) (Dollars)Project Description as Shown in FSTIP: Castroville – Elkhorn Bike Path**Detailed Project Description:** (Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)

The project is located in North Monterey County northeast of the community of Castroville. The project provides bike/pedestrian access from the community of Castroville from Salinas Road to Castroville Blvd. The project consist of the construction of an under crossing and Class I bicycle path.

(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information:

Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes No

- ☐ ☒ Widen existing roadway
☐ ☒ Increase number of through lanes
☐ ☒ New alignment
☐ ☒ Capacity increasing—other
(e.g., channelization)

- ☐ ☒ Realignment
☐ ☒ Ramp or street closure
☒ ☒ Bridge work

- ☒ ☐ Vegetation removal
☐ ☒ Tree removal

Yes No

- ☒ ☐ Ground disturbance
☐ ☒ Road cut/fill
☒ ☐ Excavation: anticipated
maximum depth 17'

- ☒ ☐ Drainage/culverts
☒ ☐ Flooding protection
☐ ☒ Stream channel work

- ☒ ☐ Pile driving
☐ ☒ Demolition

Yes No

- ☒ ☐ Easements
☒ ☐ Equipment staging
☐ ☒ Temporary access road/detour
☒ ☒ Utility relocation
☒ ☐ Right of way acquisition
(if yes, attach map with APN)

- ☐ ☒ Disposal/borrow sites
☒ ☐ Part of larger adjacent project
☒ ☐ Railroad

Required Attachments:

- ☒ Regional map ☒ Project location map ☐ Project footprint map (existing/proposed right of way)
☐ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)
☐ Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☐	☒
2. Will the project generate public controversy?	☐	☐	☒
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes" ?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☒	☐	☐
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☐	☐	☒
6. Is the project exempt from the requirements to determine project level conformity? (If Yes, state which conformity exemption in Table 2 applies): _____	☐	☐	☒
7. Is the project exempt from the requirements to determine regional conformity? (If Yes, state which conformity exemption in Table 3 applies): _____	☐	☐	☒
8. If project is not exempt from regional conformity, (If "No" on Question #7), is the project in a currently conforming Regional Transportation Plan (RTP) and Transportation Improvement Program (TIP) (with no substantial changes in the design concept and scope as used in the TIP), or is project in an, "isolated rural" non-attainment area (non-attainment area with no MPO within the non-attainment area boundaries)?	☒	☐	☐
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) and/or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☐	☒	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☐	☐	☒
11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☒	☐	☐
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year elevation of a watercourse or lake)?	☐	☒	☐
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat to occur within or adjacent to the construction area?	☐	☐	☒
16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☐	☐	☒
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☐	☐	☒

- | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|
| 18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area? | ☐ | ☒ | ☐ |
| 19. Is there a potential for the introduction or spread of invasive plant species? | ☐ | ☐ | ☒ |

Sections 4(f) and 6(f)

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| 20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area? | ☐ | ☐ | ☒ |
| 21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds? | ☐ | ☐ | ☒ |

Visual Resources

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| 22. Does the project have the potential to affect any visual or scenic resources? | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|-------------------------------------|

Relocation Impacts

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| 23. Will the project require the relocation of residential or business properties? | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|-------------------------------------|

Land Use, Community, and Farmland Impacts

- | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations. | ☒ | ☐ | ☐ |
| 25. Is the project inconsistent with plans and goals adopted by the community? | ☐ | ☐ | ☒ |
| 26. Does the project have the potential to divide or disrupt neighborhoods/communities? | ☐ | ☐ | ☒ |
| 27. Does the project have the potential to disproportionately affect low-income and minority populations? | ☐ | ☐ | ☒ |
| 28. Will the project require the relocation of public utilities? | ☒ | ☒ | ☐ |
| 29. Will the project affect access to properties or roadways? | ☐ | ☐ | ☒ |
| 30. Will the project involve changes in access control to the State Highway System (SHS)? | ☐ | ☐ | ☒ |
| 31. Will the project involve the use of a temporary road, detour, or ramp closure? | ☐ | ☐ | ☒ |
| 32. Will the project reduce available parking? | ☐ | ☐ | ☒ |
| 33. Will the project construction encroach on state or federal lands? | ☐ | ☒ | ☒ |
| 34. Will the project convert any farmland to a different use or impact any farmlands? | ☒ | ☐ | ☐ |

Cultural Resources

- | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area?
(Note: Caltrans PQS answers question #35) | ☐ | ☒ | ☒ |
| 36. Is the project adjacent to, or would it encroach on Tribal land? | ☐ | ☐ | ☒ |

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ Traffic <i>Check one:</i> ☐ Traffic Study ☐ Technical Memorandum ☐ Discussion in ED only	☐ Caltrans ☐ Caltrans ☐ Caltrans	☐ Approval ☐ Approval ☐ Approval
☒ Noise <i>Check as applicable:</i> ☐ Traffic Related ☐ Construction Related <i>Check one:</i> ☐ Noise Study Report ☐ Technical Memorandum ☒ Discussion in ED only	☐ Caltrans ☐ Caltrans ☐ Caltrans	☐ Approval ☐ Approval ☐ Approval <i>files - no night work</i>
☐ Air Quality <i>Check as applicable:</i> ☐ Traffic Related ☐ Construction Related <i>Check one:</i> ☐ Air Quality Report ☐ Technical Memorandum ☐ Discussion in ED only	☐ Caltrans ☐ Caltrans ☐ Caltrans ☐ FHWA ☐ Caltrans ☐ Regional Agency	☐ Approval ☐ Approval ☐ Approval ☐ Conformity Finding (6005 CEs, EAs, EISs) ☐ Conformity Finding (6004 CEs) ☐ PM10/PM2.5 Interagency Consultation
☒ Hazardous Materials/ Hazardous Waste <i>Check as applicable:</i> ☐ Initial Site Assessment (Phase 1) ☐ Preliminary Site Assessment (Phase 2) ☐ Discussion in ED only	☐ Caltrans ☐ Caltrans ☐ Caltrans ☐ Cal EPA DTSC ☐ Local Agency	☐ Approval ☐ Approval ☐ Approval ☐ Review Database ☐ Review Database
☐ Water Quality/Resources <i>Check as applicable:</i> ☐ Water Quality Assess. Report ☐ Technical Memorandum ☐ Discussion in ED only	☐ Caltrans ☐ Caltrans ☐ Caltrans	☐ Approval ☐ Approval ☐ Approval
☐ Sole-Source Aquifer (Districts 5, 6 and 11)	☐ EPA (S.F. Regional Office)	☐ Approval of Analysis in ED
☒ Coastal Zone	☒ CCC	☒ Coastal Zone Consistency Determination

Instructions for Completing the Preliminary Environmental Study (PES) Form

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ Floodplain <i>TBD</i> <i>Check as applicable:</i>		
☐ Location Hydraulic Study	☐ Caltrans	☐ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☐ Summary Floodplain Encroachment Report	☐ Caltrans	☐ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ Wild and Scenic Rivers	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ Biological Resources <i>Check as applicable:</i>		
☒ NES, Minimal Impact	☒ Caltrans	☒ Approval
☐ NES		
☐ BA/BE	☐ Caltrans	☐ Approves for Consultation
	☐ USFWS	☐ Section 7 Informal/Formal Consultation
	☐ NOAA Fisheries	
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
☐ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☒ Wetlands <i>Check as applicable:</i>		
☐ WD and Assessment	☐ Caltrans	☐ Approval
<i>TBD</i>	☐ ACOE	☐ Wetland Verification
	☒ NRCS	☒ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☐ Invasive Plants		
☐ Discussion in ED only	☐ Caltrans	☐ Approval
☐ Section 4(f) <i>Check as applicable:</i>		
	☐ Caltrans	☐ Determine Temporary Occupancy
☐ de Minimis	☐ Caltrans	☐ de Minimis Finding
☐ Programmatic 4(f) Evaluation Type: ☐ ☐ ☐ ☐	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction	
	☐ SHPO	
	☐ DOI	
	☐ HUD	
	☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ Section 6(f)	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
	☐ NPS	☐ Approves Conversion
☐ Visual Resources <i>Check one:</i>		
☐ Visual Impact Assessment	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED only	☐ Caltrans	☐ Approval
☐ Relocation Impacts <i>Check one:</i>		
☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
☐ Relocation Impact Study	☐ Caltrans	☐ Approval
☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☐ Land Use and Community Impacts <i>Check one:</i>		
☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED only	☐ Caltrans	☐ Approval
☒ Construction/Encroachment on State Lands <i>Check as applicable:</i>	TBD	
☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
☒ Caltrans Jurisdiction	☒ Caltrans	☒ Encroachment Permit
☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐ Construction/Encroachment on Federal Lands	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐ Construction/Encroachment On Indian Trust Lands	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☒ Farmlands <i>Check one:</i>	TBD	
☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED only	☐ Caltrans	☐ Approval
<i>Check as applicable:</i>		
☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
	☐ CDOC	☐ Approves Conversion
☐ Conversion to Non-Agri Use	☐ ACOE	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☒ Cultural Resources (PQS completes this section) <i>Check as applicable:</i>		
☒ APE Map	☐ Caltrans PQS	☐ Screened Undertaking
	☒ Caltrans PQS and DLAE	☒ Approves APE Map
	☒ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☒ HPSR ☒ ASR ☐ HRER	☒ Caltrans	☒ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☒ Permits Copies of permits and a list of environmental commitments are mandatory submittals following NEPA approval.		
	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA	☐ NEPA/404 Integration MOU
	☐ USFWS	
	☐ NOAA Fisheries	
	☐ ACOE	☐ Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFG	☐ Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☒ CCC	☒ Coastal Zone Permit
	☐ Local Agency	
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

ACHP	=	Advisory Council on Historic Preservation	HRER	=	Historical Resources Evaluation Report
ADL	=	Aerially Deposited Lead	HUD	=	U.S. Housing and Urban Development
APE	=	Area of Potential Effect	MOA	=	Memorandum of Agreement
APN	=	Assessor Parcel Number	MSA	=	Magnuson-Stevens Fishery Conservation and Management Act
ASR	=	Archaeological Survey Report	NEPA	=	National Environmental Policy Act
BA	=	Biological Assessment	NES	=	Natural Environment Study
BCDC	=	Bay Conservation and Development Commission	NOAA	=	National Oceanic and Atmospheric Administration
BE	=	Biological Evaluation	Fisheries	=	National Marine Fisheries Service
BO	=	Biological Opinion	NPDES	=	National Pollutant Discharge Elimination System
Cal EPA	=	California Environmental Protection Agency	NPS	=	National Park Service
CCC	=	California Coastal Commission	NRCS	=	Natural Resources Conservation Service
CDFG	=	California Department of Fish and Game	PM10	=	Particulate Matter 10 Microns in Diameter or Less
CDOC	=	California Department of Conservation	PM2.5	=	Particulate Matter 2.5 Microns in Diameter or Less
CE	=	Categorical Exclusion	PQS	=	Professionally Qualified Staff
CIA	=	Community Impact Assessment	RTIP	=	Regional Transportation Improvement Program
CWA	=	Clean Water Act	RTP	=	Regional Transportation Plan
DLAE	=	District Local Assistance Engineer	RWQCB	=	Regional Water Quality Control Board
DOI	=	U.S. Department of Interior	SER	=	Standard Environmental Reference
DTSC	=	Department of Toxic Substances Control	SHPO	=	State Historic Preservation Officer
EA	=	Environmental Assessment	SLC	=	State Land Commission
ED	=	Environmental Document	SP	=	State Parks
EFH	=	Essential Fish Habitat	ACOE	=	U.S. Army Corps of Engineers
EIS	=	Environmental Impact Statement	USCG	=	U.S. Coast Guard
EPA	=	U.S. Environmental Protection Agency	USDA	=	U.S. Department of Agriculture
FEMA	=	Federal Emergency Management Agency	USFWS	=	U.S. Fish and Wildlife Service
FHWA	=	Federal Highway Administration	WD	=	Wetland Delineation
HPSR	=	Historic Property Survey Report			

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with SAFETEA-LU Section 6002 required*)
- ☐ Compliance with SAFETEA-LU Section 6002 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☒ Categorical Exclusion, without required technical studies (*if selected, check one of the following*):
- ☒ Section 6004
- ☒ 23 CFR 771 activity (c)(____)
- ☐ 23 CFR 771 activity (d)(____)
- ☐ Activity ____ listed in the Section 6004 MOU
- ☐ Section 6005

F. Public Availability and Public Hearing

Check as applicable:

- ☒ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature


(Signature of Preparer)

4/24/08 (Date)

831 755-8998 (Telephone No.)

PATRICIA LOPEZ
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, in accordance with the *Local Assistance Procedures Manual*, Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."


(Signature of Local Agency)

4/24/08 (Date)

831 755 4907 (Telephone No.)

Caltrans District Professionally Qualified Staff (PQS) Signature

- ☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).
- ☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).
- ☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
- ☐ Records Search ☐ ☐ ☐
- ☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).
- ☒ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

Kelley 4/24/08 805/542-4697
(Signature of Professionally Qualified Staff) (Date) (Telephone No.)

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

BSL 4/24/08 805-594-4188
(Signature of Senior Environmental Planner or Designee) (Date) (Telephone No.)

RANDY LAVACK
(Name)

Randy 4/24/08 805-542-4686
(Signature of District Local Assistance Engineer or Designee) (Date) (Telephone No.)
(Name)

☐ HQ DEA Environmental Coordinator concurrence _____ E-mail concurrence attached.
(date)

FIELD REVIEW ATTENDANCE ROSTER

Date April 24, 2008Project No./Name STPLHSR-5944 (058)/Castroville-
Elkhorn Bike Path

Project Location North Monterey County northeast of the Community of Castroville

Name	(Please Print)	(Organization)	(Phone Number)
1.	PAUL H. GREENWAY	Mo Co DPW	831 755-4807
2.	Lauren Clauson	Caltrans-Rail	(916) 653-0243
3.	Ken Galt	CT Rail	916-654-7076
4.	RANDY LAVACK	CT ENV	805 594 6188
5.	Pennie Jones	CT LA	805-542-4686
6.	Kelda Wilson	CT ENV	805/542-4697
7.	Wayne Tenda	County of Monterey	(831) 755-4837
8.	PATRICIA Lopez	Mo Co PH	(831) 755-8998
9.	Christina Watson	TAMC	831-775-4406
10.	Don Bachman	TAMC	831-775-4404
11.	Jim Coak	Mo Co	831 755-5390
12.	Bob Senhus Parsons	Parsons	
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Castroville-Elkhorn Bike Path
PRELIMINARY ENVIRONMENTAL INVESTIGATION
NOTES TO SUPPORT THE CONCLUSIONS OF THIS CHECKLIST

- 1) No future construction required.
- 2) Public support is expected, not controversy.
- 3) The project will provide a Class I Bike Path. This is not a Type I project.
- 4) Piles will be driven during the construction phase. There are sensitive receptors in proximity to the project that could be affected by construction noise. Discussion in CE will limit work hours and require public outreach.
- 5) Monterey County is in attainment of National Air Quality standards so conformity does not apply.
- 6) N/A
- 7) N/A
- 8) N/A
- 9) A Phase I Environmental Site Assessment will be prepared due to the proximity of the RR tracks.
- 10) No water resources will be affected.
- 11) There are no sole source aquifers in Monterey County.
- 12) The project is located within the Coastal Zone Boundary.
- 13) The project may be located within a floodplain or regulatory floodway - TBD.
- 14) There are no Wild and Scenic Rivers in the project area.
- 15) A NES-MI will be prepared for the project.
- 16) A NES-MI will be prepared for the project.
- 17) A wetland delineation will be prepared as part of the NES-MI.
- 18) A wetland delineation will be prepared as part of the NES-MI.
- 19) A NES-MI will be prepared for the project.
- 20) Surrounding land is not a public park, recreation area or wildlife refuge.
- 21) The project will not affect any lands purchased with LWCFA funds.
- 22) There are no large trees proposed for removal or lighting proposed for installation in the project area.
- 23) No relocations required.
- 24) The project will require additional right of way.
- 25) Project is consistent with plans and goals of the community.
- 26) The project will have no effect on neighborhoods and/or communities.
- 27) The project will have no effect on neighborhoods and/or communities.
- 28) Utility relocation will be required.
- 29) No effect on access to properties or driveways.
- 30) No detours or changes in access control are necessary to complete the project.
- 31) No temporary roads, detours, or ramp closures are necessary to complete the project.
- 32) The project will not impact parking.
- 33) The project may encroach on State lands - TBD.
- 34) The project may effect farmland.
- 35) An APE map will be prepared, at a minimum.
- 36) No tribal lands in the vicinity of the project.

Castroville Railroad Under Crossing Bicycle/Pedestrian Path

