
**County of Imperial
Department of Public Works**

**Request for Qualifications
For Feasibility Study and Implementation Plan
For Seismic Retrofit and Rehabilitation
Of Forrester Road Bridge at Westside Main Canal
In Imperial County**

Federal Aid Project No.: BRLSZD 5958 (020)

Bridge No. 58C-0014



Requested by:

**William S. Brunet, P. E.
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<http://www.imperialcounty.net/publicworks>

June 9, 2010

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Exhibit A – Photographs of Bridge

Exhibit B – Reference Documents

Exhibit C – Sample Evaluation Form

Exhibit D – Sample Consultant Agreement and Insurance Requirements

For all Federally Funded Projects the Following Additional Items Shall Also be Considered Part of the Contract:

Exhibit E – Bidder/Proposer Disadvantaged Business Program Requirements

- Implementation Agreement
- Exhibit 10-I Notice to Proposers Disadvantaged Business Enterprise Information
- Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation

Exhibit F – Required Certification by Consultant with Proposal

- Exhibit 15-H UDBE Information-Good Faith Efforts
- Exhibit 10-01 Local Agency Proposer UDBE (Commitment Contracts)
- Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 12-E Attachment D-Noncollusion Affidavit

Exhibit G– Required Certification by Consultant and County after Contract Signature

- Exhibit 10-F Certification of Consultant
- Exhibit 10-G Certification of Local Agency
- Exhibit 10-02 Local Agency Proposer DBE Information (Consultant Contract)
- Final Report-Utilization of Disadvantaged Business Enterprises
- Exhibit 17-O DBE Certification Status Change

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
Request for Qualifications
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June 9, 2010

NOTICE IS HEREBY GIVEN that the County of Imperial Department of Public Works, hereinafter referred to as the "County", will receive up to, but not later than **4:00 p.m. on Friday, July 16, 2010**, sealed Statements of Qualifications (SOQs) for the negotiation and award of a contract concerning the development of a Feasibility Study and Implementation Plan for the Seismic Retrofit and Rehabilitation of the Forrester Road Bridge at Westside Main Canal.

To be considered, **one (1) original, one (1) copy in Portable Document Format (PDF), and three (3) copies of the Statement of Qualifications** must be received in the office of the County of Imperial Department of Public Works, 155 South 11th Street El Centro, California, 92243 by the date and time specified above.

The SOQs shall be evaluated by a selection committee, whose evaluation may include interviews of the top ranked engineering firms submitting qualifying packages. The selection committee's evaluations and recommendations shall be forwarded to the Director of Public Works for review. The Director shall provide a report of the committee's evaluation and recommendations, along with his recommendation for the selection of an engineering firm to the Board of Supervisors for final review and approval to enter into negotiations for an agreement.

Each request submittal must conform with and be responsive to the requirements in this Request for Qualifications (RFQ) document.

The County reserves the right to reject any and all SOQs, or to waive any irregularities in the qualifications or in the selection process. The process in concept will be a one-step RFQ method.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Veteran Owned Businesses (VOB) are encouraged to participate.

I. GENERAL DESCRIPTION AND HISTORY

The County of Imperial Department of Public Works is requesting Statements of Qualifications (SOQs) from qualified firms in connection with the seismic retrofit and rehabilitation or replacement evaluation of the Forrester Road Bridge at Westside Main Canal. The County is seeking highly experienced engineering firms with a strong bridge design background. The intent of the Feasibility Study and Implementation Plan is to analyze for a seismic retrofit, rehabilitate and widen the existing bridge and bring it to current standards along the existing alignment. The possibility also exists that it may be more cost effective to replace the structure rather than performing seismic retrofit and rehabilitation which must also be addressed in this study plan. The County is developing this project as a federally funded project.

Forrester Road is one of the most heavily traveled County roads within Imperial County since the NAFTA treaty was signed. Forrester Road at this bridge location handles approximately 12,000 vehicles per day with 31% trucks.

In 1995, the County submitted the Forrester Road Bridge at Westside Main Canal (Forrester Road Bridge) Project as a Rehabilitation Project under the Highway Bridge Replacement and Rehabilitation (HBRR) Program. After several strategy meetings with Caltrans, the Forrester Road Bridge was scheduled for rehabilitation under the HBRR program and was also to be seismically retrofitted with funding from the Seismic Retrofit Program.

The intent of the combined rehabilitation and retrofit was to ensure the structure and substructure met current standards as well as to widen the bridge and bring the approach rail and guardrail to current standards.

At this point the County realized that the possibility existed that it could be more cost effective to replace the structure rather than resort to retrofitting and rehabilitation. Due to these uncertainties, the County in 1997 requested proposals for the seismic evaluation, retrofit and rehabilitation of the Forrester Road Bridge.

The analysis and evaluation of the existing facility conducted by Lobbuono, Armstrong & Associates, the County's Consultant at the time, concluded that the retrofit and widening of the bridge was costly and would still leave the County with a structure that was susceptible to significant damage and cost after a major seismic event. Therefore, it was recommended that the existing structure be replaced with a new one designed to current seismic and geometric standards. The recommendation was reviewed by Caltrans which agreed that the cost to both retrofit and rehabilitate the structure would not be the most effective and economic long term solution for this structure. A bridge replacement would be a better solution.

The County was also in contact with Imperial Irrigation District (IID), who controls and operates the Westside Main Canal, requesting a cost estimate for the installation of underground pipe siphons in lieu of a conventional bridge replacement structure. The County notified Caltrans of the intention to explore the pipe siphon alternative due to cost and reduced traffic detour time as well as the minimized construction time. The siphon and headwall could be installed and the road reconstructed

in about 4 to 8 weeks compared to 6 months for a traditional bridge replacement.

On March 17, 1999, the IID agreed to allow the siphon concept, with an estimated cost of \$700,000 at the time.

Between 2000 through 2005 the County pursued the national Environmental Policy Act (NEPA) environmental studies by hiring several consultants. NEPA studies were completed and were in the review process by Caltrans Environmental staff. Several years had passed and the studies, if they were to be used, would require updating and/or reevaluation. Also, IID reversed its support for a pipe siphon which was paramount to the County moving forward with this type of design.

On January 11, 2006, the County requested Boyle Engineering, currently the County's consultant, to review the project and prepare a conceptual level alignment to utilize the existing bridge structure during construction of a replacement bridge so that minimal detour time impacts would result. Forrester Road now acts as a major north-south travel route serving interregional traffic between the Mexico border and the Coachella Valley and ultimately the Riverside/LA areas whereas any detour time impacts are considered by the region to be detrimental to the efficient movement of goods and services.

In late August 2006, Boyle Engineering prepared two alternatives for the roadway alignment:

1. The first alternative alignment uses the existing horizontal alignment (including a skew) but modifying the vertical alignment to increase the design speed to an acceptable 55 MPH. Unfortunately, the detour time impact is a great concern and the County is therefore recommending the second alternative.
2. The second alternative is a preferred alignment that not only provides a 65 MPH design with no skew, but also would permit the existing bridge to remain during the construction of the new bridge, which would be located adjacent to the current structure.

On December 12, 2007 a telephone conference with Caltrans staff was held. As a result of this telephone conference and due to the time elapsed Caltrans has requested to revisit and update the strategy on the seismic retrofit and rehabilitation or replacement of the bridge under the existing road alignment.

Qualified firms are therefore invited to submit written qualifications for consideration in accordance with this Request for Qualifications. These services will be conducted under a contract with the County of Imperial, hereinafter referred to as "County". The consultant entity is hereinafter referred to as "Consultant".

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

II. PROJECT DESCRIPTION AND SCOPE OF WORK

The Consultant shall provide all necessary design and engineering services to prepare a Feasibility

Study and Implementation Plan to analyze all prior historical bridge plans, reports and data, and conduct any necessary engineering studies to analyze the seismic retrofit and rehabilitation history and a replacement strategy of the bridge under the existing road alignment to ensure that the structure and substructure meet current seismic standards, as well as to analyze the rehabilitation by widening the existing bridge to 40 feet minimum with new guardrail and bridge railing also meeting current standards. The Feasibility Study and Implementation Plan will be used to compare the estimated cost to retrofit and rehabilitate versus replacing the structure so that the most cost effective method can be selected. It must also consider a bridge alignment that will minimize detour time which may require a new alignment. The Scope of Work details additional requirements and deliverables.

The Feasibility Study and Implementation Plan is to be developed after review of existing records, documents from Caltrans and County of Imperial, as well as necessary engineering studies by the consultant. Typical engineering studies will include right of way reports and assessment, environmental studies, field review reports, seismic strategy reports, geotechnical reports, hydrology and hydraulic studies, and coordination with regulatory agencies including IID, County, Caltrans, RWQCB, California Department of Fish and Game, U. S. Fish and Wildlife Service, and U. S. Army Corps of Engineers.

All work shall be in accordance with Chapter 6, “Highway Bridge Replacement and Rehabilitation Program (HBRRP)”, and Chapter 7, “Seismic Safety Retrofit” of Caltrans’ Local Assistance Program Guidelines.

Proposed Schedule of Events

Issue Request for Qualifications	June 9, 2010
Statements of Qualifications Due	July 16, 2010
Consultant Selection	July, 2010
Interviews (If required)	July, 2010
Recommendation to Board of Supervisors	August, 2010
Negotiate Agreement	September, 2010

Reference is also hereby made to Section 1, “General Description and History” and remaining portions of this RFQ, which are considered as included in this Scope of Work. All work and reports, studies and deliverables must meet Caltrans current bridge and road related standards, guidelines, and policies, and are subject to County, Caltrans and FHWA review and approval.

This feasibility study and implementation plan is both a planning level document which will be used to determine cost effectiveness of the seismic retrofit with rehabilitation widening as well as comparison to total bridge replacement, and also as an implementation plan that will guide the County to the project’s completion.

This study/plan should also include engineered plans to the PS&E stage with sufficient detail of potential new replacement bridge and realignment issues at a concept level which will culminate in final construction after all Caltrans and FHWA approvals.

TASK 1- Review Existing Documentation, Kick Off Meeting

- Review existing photos, plans, bridge reports, documents, and prior reports from County.
- Participate in Field Review meeting with County, Caltrans and other interested parties.
- Participate in Kick off Meeting with County and review project goals, scope, and deliverables.
- Introduce key staff. Review responsibilities of both County and Consultant.
- Meetings may occur in Imperial County, Caltrans District 11 office in San Diego, and/or at the Caltrans headquarters office in Sacramento.

TASK 2- Initiate Study, which should include:

- Ongoing scheduling and project schedule monitoring.
- Site visits as appropriate.
- Analysis of existing plans, bridge reports, and other reports and correspondence available for seismic retrofit, rehabilitation and replacement recommendations.
- Provide retrofit measures and rehabilitation requirements.
- Retrofit warrant.
- Prepare report and documents, PS&E packages.
- Provide alternatives to meet County and Caltrans approval.
- Provide quantity and cost estimates.
- Provisions for attending and participating in “Strategy Meeting” in Sacramento with Division of Structures.
- Corrections required by Caltrans’ Division of Structures and Imperial County.
- Feasibility Study Report shall also include completion of exhibits 6A and 6B of the Caltrans Local Assistance Program Guidelines for both a combination seismic retrofit with rehabilitation only and also as a bridge replacement alternative, both on the same alignment as well as on an alternative alignment in order to permit minimal traffic detour impacts and a safe geometric alignment of the roadway.
- Rehabilitation considerations include but are not limited to consideration of seismic, geotechnical, widening, barriers, guardrail, bridge rail, existing abutments, scour issues, right of way for rehabilitation, utility relocation, road approach and tapers, rehabilitation staging of construction and impacts including detour.
- Replacement options to be considered include previously considered realignment schemes as well as any other proposed by the Consultant.

TASK 3- Draft Deliverables

- Submit draft report for County review. Submittal should include all items requested for Task 2. Five (5) hard copies with three (3) computer disks with complete report in Portable Document Format (PDF) format shall be provided.
- Attend meeting(s) with Caltrans and County of Imperial for presentations.
- Revise draft documents to include review responses into Final Draft and deliver to County.

TASK 4- Final Documents Deliverables

- Upon concurrence with Caltrans, the County shall notify Consultant to prepare final document deliverables. The originals and copies shall be provided as identified in the RFQ. This includes coordination with agencies as necessary.

TASK 5- Miscellaneous Items

- Attached Exhibit E provides a sample consultant contract and insurance requirements.
- Attached Exhibit F provides for Bidder/Proposer Disadvantaged Business Enterprise participation Requirements.
- Attached Exhibit G provides Certifications that will be required by both the County and the Consultant after the contract has been entered into.

III. RESPONSIBILITIES OF THE COUNTY

1. This RFQ is being conducted in accordance with the “One Step RFQ” as per Chapter 10, “Consultant Selection”, of the Caltrans Local Assistance Procedures Manual.
2. The County with Caltrans oversight will direct the development of the project, provide management oversight, coordinate with Caltrans as needed, and conduct administrative arrangements.
3. The County and Caltrans will review and evaluate submittals (drawings, reports, and related documents). If corrections, modifications, changes, additions, and omissions are required as a result of this review, a marked set of submittals accompanied with a letter listing the comments associated with the changes and modifications will be returned to the consultant.
4. The County will pay an agreed upon amount normally within 30 days after submittal of an invoice(s). County will retain 10% of each invoice until the completion of the project. Typically, the County prefers lump sum fixed fee for various project phases and components.
5. The County will not be able to provide dedicated workspace facilities; i.e. office space.
6. The County reserves the right to perform any portion of the scope of work with County personnel and/or by other Consultants.

IV. REQUEST FOR QUALIFICATIONS CONTENT AND INFORMATION

Responses should be typed, organized and concise yet comprehensive.

A. General Requirements

-
1. Provide a cover letter.
 2. State the interpretation of the work to be performed. State a positive commitment to perform the scope of work in the manner, time frame and a basic summary and understanding of the project.
 3. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFQ. Include titles, addresses, e-mail if available, and phone number. One person shall be designated to make an oral presentation on behalf of each Consultant or team of consultants should the County request interviews.
 4. The Consultant is representing itself as a qualified professional in the area of bridge design engineering and preparation of Feasibility Studies and Implementation Plans, registered as a Civil or Structural Engineer in the State of California who will be Consultant, representative and empowered to manage this project. Therefore, it is acceptable to submit recommendations and comments for consideration of format, process, schedule and additional content of this project. The County will consider comments and recommendation; however is not required to select any of the recommendations or comments.
 5. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
 6. Provide information about the Consultant's use of Disadvantaged Business Enterprises (DBEs). Consultant must give consideration to DBE firms as specified in 23 CFR 177.5(b), 49 CFR Part 26, and in Exhibit 10-1, Notice to Bidders/Proposer Disadvantaged Business Enterprise information, elsewhere in this RFP. The provisions of 49 CFR, Part 26 require that a local agency receiving federal-aid funds comply with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms have the opportunity to participate in the projects (see Chapter 9, "Civil Rights and Disadvantaged Business Enterprises", of the LAPM). Such steps include the considering of DBE firms by the proposing consultants. When feasible, organize the project schedule and task requirements to encourage participation in the contract by DBE firms. Local agencies should be fully aware of all of the subcontracting opportunities in their consultant contracts. Below are some examples of subcontracting opportunities for various types of contracts:

- For the design of a bridge (surveys, geotechnical, hydraulics, hydrology, seismic studies, cost estimating, traffic control, as-builts, etc.).
- For the seismic retrofit of an existing bridge (surveys, geotechnical, forensic studies, seismic studies, cost estimating, as-builts, etc.).
- For the design of roadways (surveys, hydrology, geotechnical, cost estimating, traffic control, as-builts, etc.).

The consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract and shall take all necessary and

reasonable steps for such assurance.

B. Table of Contents

Include a table of contents with identification of material by section and page number.

C. Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation Etc.).
3. Give the location of the office from which work is anticipated to be done, the number of employees of the company and organization chart.
4. Identify the qualifications and résumés of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experience and qualification for similar projects, both federally funded and locally funded. Describe the services previously performed such as studies, reports, etc. List at least 3 references with telephone numbers.

D. Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The request shall indicate any specific techniques or methodology to be utilized.
2. The response shall include a project timeline and anticipated schedule with specific tasks envisioned for the project.
3. Indicate what participation, data, and products will be requested from the County.
4. Describe the scenarios of how the consultant envisions the project development from analysis to seismic strategy including viable alternatives and ultimately to construction.

V. EVALUATION OF STATEMENTS OF QUALIFICATIONS

Sample evaluation criteria for statements are attached for your information (Exhibit C). Proposals deemed responsive may be contacted for oral interviews prior to final selection.

The Evaluations Committee will determine if qualifications are met. The qualifications will be considered, and recommendations then submitted to the County Board of Supervisors for final selection.

The County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

One (1) original, one (1) document in Portable Document Format (PDF) format, and three (3) copies

of the proposal clearly titled COUNTY OF IMPERIAL REQUEST FOR QUALIFICATIONS FOR FEASIBILITY STUDY AND IMPLEMENTATION PLAN FOR SEISMIC RETROFIT AND REHABILITATION OF FORRESTER ROAD BRIDGE AT WESTSIDE MAIN CANAL IN IMPERIAL COUNTY is to be delivered in a sealed envelope, no later than 4:00 P.M. Friday, July 16, 2010 to:

William S. Brunet, P. E.
Director of Public Works
c/o Ed Delgado, Administrative Analyst II
County of Imperial
155 S. 11th Street
El Centro, CA 92243

A pre-proposal conference has not been scheduled for this project.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the date RFQs are due. Oral explanation or instructions shall not be considered binding on behalf of the County.

Any modifications to this solicitation will be issued by the County as a written addendum.

The County will not consider requests for qualifications received after the specified time and date. An amendment is considered a new proposal and will not be accepted after the specified time and date.

Any contract resulting from this RFQ will be financed with funds available to the County from local County and/or Federal Aid or other grant funds.

This RFQ does not commit the County of Imperial to award a contract or pay any costs associated with the preparation of a proposal. The County reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the County.

Technical questions concerning the proposal should be directed to Frank Fiorenza, Deputy Director of Public Works – Engineering at the County of Imperial Department of Public Works at (760) 482-4462, fax (760) 352-1272, or via electronic mail at frankfiorenza@co.imperial.ca.us .

Administrative questions concerning this RFQ should be directed to Ed Delgado, Administrative Analyst II, of the County of Imperial Department of Public Works at (760) 482-4462, fax (760) 352-1272, or via electronic mail at eddelgado@co.imperial.ca.us .

EXHIBIT A

PHOTOGRAPHS OF BRIDGE



Figure 1: Northbound Approach Facing Northwest June 19, 2008



Figure 2: Northbound Approach and Guard Rail Facing Northwest June 19, 2008



Figure 3: Sumac Canal Headgate on East Side June 19, 2008



Figure 4: Overlooking Sumac Canal Facing Northwest June 19, 2008



Figure 5: Bridge Pilings Facing Northwest June 19, 2008



Figure 6: Bridge Pilings Facing Northwest June 19, 2008



Figure 7: Bridge Pilings Facing Northeast June 19, 2008



Figure 8: Bridge Pilings Facing Southeast June 19, 2008



Figure 9: Westside Main and Sumac Canal Facing Northeast June 19, 2008



Figure 10: Northern End of Bridge Facing East June 19, 2008



Figure 11: Southbound Approach Facing Southeast June 19, 2008



Figure 12: Southbound Approach Facing Southwest June 19, 2008



Figure 13: Bridge Facing West June 19, 2008



Figure 14: Bridge Facing East June 19, 2008

EXHIBIT B

REFERENCE DOCUMENTS

1. DRAFT Strategy Report which Includes Seismic Retrofit Rehabilitation Plans (8" X 14") Prepared by LoBuono, Armstrong, and Associates July 7, 1998
2. Foundation Investigation Report Prepared by Southland Geotechnical, Inc. Dated April, 1998
3. Department of Transportation Bridge Inspection Report Dated December 14, 2004
4. Field Review Dated March 11, 1998; Attendees Included County of Imperial, Imperial Irrigation District (IID), and LoBuono, Armstrong and Associates
5. From Caltrans Local Assistance Procedures Manual Requested by Caltrans:
 - Exhibit 6A (HBRRP Application/Slope Definition Form)
 - Exhibit 6B (HBRRP Special Cost Approval Checklist)
 - Field Review Forms with Attachments
6. Imperial Irrigation District Draft Plans Dated May 8, 2000 for the Sumac Canal Relocation at Forrester Road
7. Imperial County Topographic Maps Dated August 11, 1998
8. Boyle Engineering Draft Improvement Plans for Two Alternatives for the Roadway Alignment

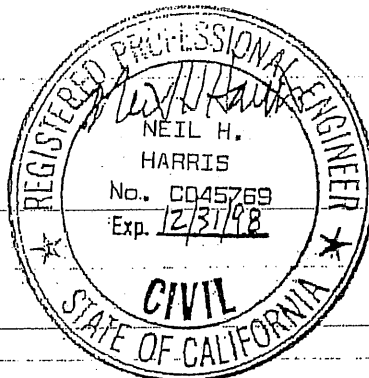
DRAFT STRATEGY REPORT

Forrester Road Bridge over Westside Main Canal

Bridge No. 58C-0014

Prepared for

COUNTY OF IMPERIAL
Department of Public Works



by



LoBuono, Armstrong & Associates

A Division of Frederic R. Harris, Inc.

July 7, 1998

**LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report**

County of Imperial
Project No. 13-3519-01
Forrester Road Bridge over
Westside Main Canal
Bridge No. 58C-0014

Date: July 7, 1998

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Appendix A: Retrofit General Plan, Details and General Plan Estimate

Appendix B: Widening General Plan and General Plan Estimate

Appendix C: Replacement General Plan and General Plan Estimate

Under Separate Cover:

Field Review Report

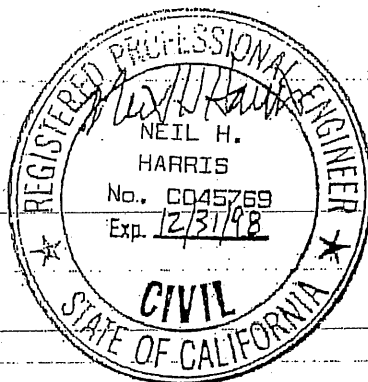
Draft Geotechnical Report

DRAFT STRATEGY REPORT

Forrester Road Bridge over Westside Main Canal
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Seismic Retrofit Strategy
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Executive Summary:

Forrester Road is one of the most heavily traveled County Roads within Imperial County. Significant increases in traffic have been noted since the NAFTA treaty was signed, and there is an especially high concentration of trucks on the road (approximately 50% of all traffic). See Figure 1 for Project Location.

The Forrester Road Bridge over the Westside Main Canal is a four-span non-composite steel bridge built in 1950. The bridge is 118'-0" long and crosses the canal at a 55° skew. The bridge is supported on non-reinforced Raymond Step-Tapered concrete piles.

Analyses were conducted to evaluate the existing structure's ability to withstand the maximum credible earthquake anticipated at the site. The evaluation determined that the existing structure does not have adequate lateral load resistance to avoid collapse during the specified seismic event. Specific areas of concern are the piling, bearings, steel beams and connection of the deck to the beams. Liquefaction potential is also high at the site; however, it is not anticipated that liquefaction will lead to collapse of the structure.

A retrofit strategy was developed which will allow the bridge to withstand the maximum credible earthquake. The strategy consists of improving the integrity of the superstructure, so that it can act as rigid diaphragm between the abutments. Foundation strengthening of the abutments is proposed by installing several 36" diameter cast-in-drilled-hole (CIDH) piles at each end of the bridge. The proposed measures will prevent collapse of the bridge, but significant damage may still arise from a large earthquake. Liquefaction could also lead to settlement of up to 3 1/2 inches. The construction cost of retrofit alone is estimated to be about \$326,000.

The existing bridge is also functionally deficient with regard to its width. The bridge is frequently utilized by heavy trucks traveling at high rates of speed, and damage to the bridge rail is indicative of a high number of impacts. For this reason, Imperial County is proposing to widen the structure so that it carries two 12-foot travel lanes and two 8-foot shoulders. Conceptual designs for widening the structure have been conducted, and a recommended solution of widening the bridge on the west side is proposed. The construction cost of combined retrofit and widening is estimated to be about \$617,000.

A replacement structure has been considered as an alternative to retrofitting and widening the existing bridge. The construction of the replacement structure would be staged, and offset from the existing bridge, so that traffic could be maintained throughout the construction period. A precast concrete structure is proposed to avoid installation of falsework in the irrigation channel and to minimize the construction time required. The construction cost of the replacement bridge (including removal of the existing structure) is estimated to be about \$781,000.

Replacement of this deficient bridge with a new structure is the recommended retrofit strategy.

LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report

County of Imperial
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Forrester Road Bridge over
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Date: July 7, 1998

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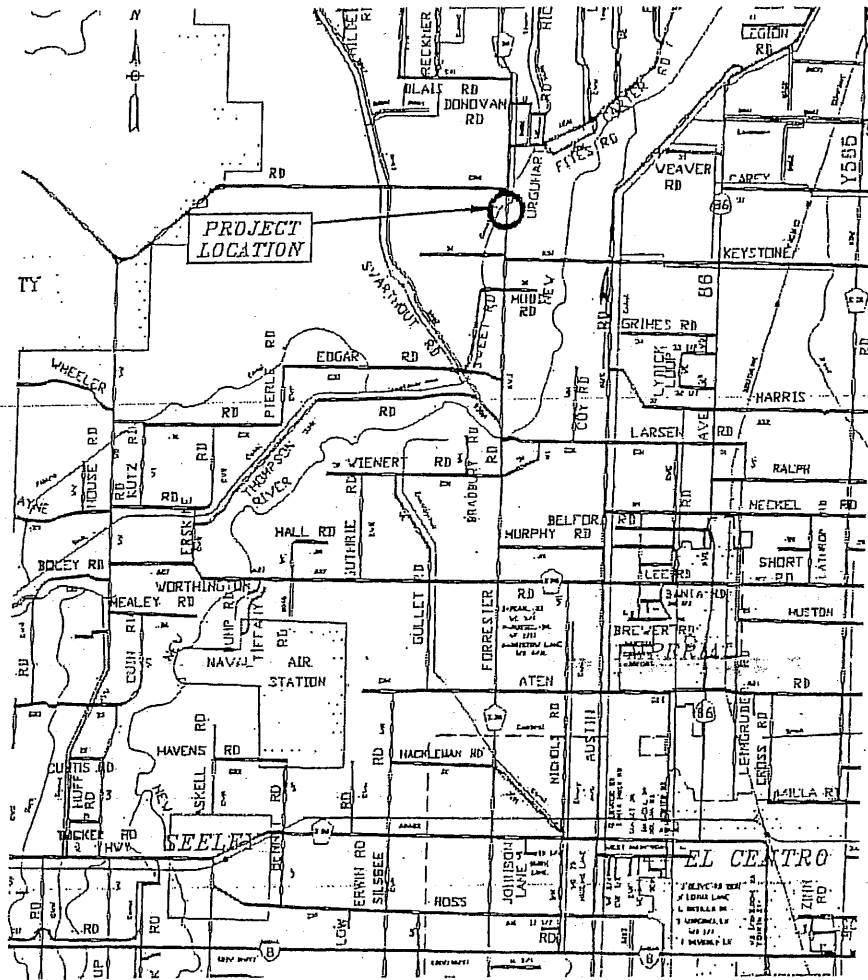


Figure 1 - Project Location

**LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report**

County of Imperial
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Forrester Road Bridge over
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Date: July 7, 1998

Page 3

Introduction:

The Forrester bridge was constructed in 1950. A summary of the bridge's basic data is shown. The bridge occurs at a sharp 55-degree skew with respect to the Westside Main Canal and supports. The steel girders support a non-composite

Overall Length: 118 ft

Span Layout: 2 @ 27'-3"; 1 @ 26'-6"; 1 @ 28'-0"

Superstructure: 5 steel I-girders with non-composite concrete deck

Abutments: Pile-supported, reinforced concrete seat-type

reinforced concrete deck and are continuous over the intermediate bents. The three intermediate bents have similar configurations, with each consisting of five piles and a 2'-6" square reinforced concrete bent cap. The girders and piles are spaced such that the bearing points of the girders correspond to the locations of the supporting piles. This arrangement allows transfer of gravity loads from the deck directly to the foundation, thus minimizing the vertical load demand on the bent cap. Deck expansion joints are located at the ends of the bridge. There are no bearing stiffeners at bearing (support) locations in the superstructure girders. Only intermediate stiffeners are present in the girders. These intermediate stiffeners are only functioning as the connection plates to connect the C12x40.7 lateral diaphragms which are perpendicular to the center line of bridge. The cast-in-steel-shell concrete piles are the "Raymond Step-Tapered" type and do not contain any reinforcement except at the connections to the pile caps. The steel shells do not penetrate into the pile caps. The plain concrete encased in the steel shell provides little or literally no ductility. The degree of corrosion present in pile shells is unknown.

Assessment Criteria:

Existing Structure:

Reinforced Concrete: $f_c = 1,000$ psi $f_s = 18,000$ psi

Pile Loading: 32 tons

Assumed Values for Retrofit Analysis:

Reinforced Concrete: $f'_c = 4,000$ psi $f_y = 40,000$ psi

Structural Steel: $f_y = 36,000$ psi

Pile Loading: Ultimate Compression: 55 kips

New Structure:

Reinforced Concrete: $f'_c = 3,250$ psi $f_y = 60,000$ psi

LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report

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Forrester Road Bridge over
Westside Main Canal
Bridge No. 58C-0014

Date: July 7, 1998

Page 4

Seismic Data:

Earthquake Peak Rock Acceleration = 0.5g
Fault Zone = Superstition Hills and Imperial Faults
Magnitude of Fault = 7.0 for both faults
Distance to site from Fault = 3 miles and 3.5 miles
Depth to Bedrock > 150'
Liquefaction potential = High

Analysis Description:

The dynamic behavior of the structure was investigated utilizing GT-Strudl program for the prescribed seismic loading. The connection between the slab and existing rolled beam was investigated since there are no shear studs present at the top flange of existing girders. The Seat widths at both abutments appear to be deficient with respect to seismic movements. Notwithstanding the 12" curtain walls, no effective lateral restraint devices/mechanisms could be identified at the supports. The available lateral load capacity is therefore limited to that provided by the bearings. The superstructure analysis also included a bearing capacity evaluation and a transverse diaphragm analysis at support locations.

The dynamic response, considering cracked section pile extension properties, was investigated to evaluate displacement demand capacity ratios. Cast-in-steel-shell Pile moment curvature characteristics were estimated utilizing an "XSECTION" computer model assuming no corrosion in the steel shell and the full thickness was used to calculate the capacity of the pile. The displacement analysis approach also includes a "WFRAME" model as well as the plastic hinging analysis. Pile shear strength was estimated using the most current Memo to Designers 20-4 criteria.

As-Built Deficiency Summary:

The As-Built analysis results show the following structure deficiencies due to the seismic demand:

- 1). Due to the lack of shear studs at the top of W-Beams, the capacities of connections between girder and slab are only provided by the shear friction. A demand/capacity ratio of 2.41 has shown that these connections are inadequate.
- 2). Since there are no bearing stiffeners present at support locations, the webs of the wide-flange rolled beams are not able to take bearing forces transferred from lateral seismic loads.

LoBuono, Armstrong & Associates Seismic Retrofit Strategy Draft Report	County of Imperial Project No. 13-3519-01 Forrester Road Bridge over Westside Main Canal Bridge No. 58C-0014	Date: July 7, 1998 Page 5
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- 3). The seismic displacement demand for the bents exceeds their displacement capacity.

Note that the pile steel casing thickness is likely less or much less than the original steel thickness, due to corrosion; LAA had no means to accurately measure this. Pile/bent displacement, flexure and shear demand/capacity ratios may be significantly higher than those presented below if section loss has occurred.

Based on the soil borings taken at the site and the design ground accelerations, there is a high probability of liquefaction at the site. Reduced soil capacities/stiffnesses associated with liquefied conditions have been incorporated into the analysis. The practical consequences of liquefaction are limited to subsidence (about 3 1/2" is possible) and some lateral spreading of the canal banks. Neither of these movements should cause collapse of the bridge.

<i>As-Built Demand/Capacity Ratios:</i>				
Locations	Force/Displ.	Demand	Capacity	D/C
Slab-Girder Connection	Shear Friction (k)	462	192	2.41
Bearing Anchor Bolts	Shear (k)	116	27	4.30
Diaphragms/Web	Flexure/Compression			100.94
Bents 2, 3, & 4	Displacement (in)	10.41	3.50	2.97
Pile Bottom (Tran.)	Flexure (k-')	135	137	0.99
Pile Top (Tran.)	Flexure (k-')	182	115	1.58
Pile Bottom (Long.)	Flexure (k-')	231	137	1.69
Pile Top (Long.)	Flexure (k-')	206	115	1.79
Pile Bottom	Shear (k)	11	81	0.14
Pile Top	Shear (k)	11	131	0.08
Pile	Axial Force (k)	46	55	0.84

Proposed Retrofit Strategy:

The existing bridge lacks an adequate lateral load carrying system capable of resisting earthquake loads. Analysis has shown that, in the absence of such system, the demands on the pile frame exceed their displacement capacity and the superstructure will become unstable. As a result, a successful retrofit strategy should include measures to create an alternative path for the seismic loads and strengthening of the superstructure. The proposed retrofit strategy creates a load path so that seismic loads are redirected through the superstructure to the abutments and away from the weak intermediate bents. The abutments and their support piles are then strengthened to resist the increased forces they will attract. Based on the As-Built analysis, the following retrofit strategy is proposed:

- 1). Construct the cast-in-drilled-hole (CIDH) piles and pile caps behind each abutment to provide additional transverse resistance supplementing the existing structure. The CIDH pile system will be connected to the existing superstructure deck and abutment by drill and bond dowels.
- 2). Enhance the horizontal shear transfer between the concrete deck and the existing W24x76 stringers by removing portions of the deck, field welding shear studs to the stringers and reconstructing the deck. This allows the superstructure to act as a diaphragm and span from abutment to abutment for lateral loads.
- 3). Provide bearing stiffeners at all bearing locations to supplement the supports. This will prevent buckling and collapse of the superstructure and allow support of gravity loads after the design seismic event. Note that the bearing demand/capacity ratio in the table below still indicates that the bearings will fail; however, the structure will not collapse after bearing failure.

Retrofit D/C ratios for the piles are still based on uncorroded shell thicknesses. The ratios are sufficiently low to allow for acceptable behavior in a corroded condition.

A general plan and preliminary details for the retrofit are included in Appendix A.

Retrofit Demand/Capacity Ratios:

Locations	Force/Displ.	Demand	Capacity	D/C
Slab-Girder Connection	Shear Friction (k)			O.K.
Bearing Anchor Bolts	Shear (k)	56	27	2.07

LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report

County of Imperial
Project No. 13-3519-01
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Diaphragms/Web	Flexure/Compression			O.K.
Bents 2, 3, & 4	Displacement (in)	1.86	3.50	0.53
Pile Bottom (Tran.)	Flexure (k-')	17	137	0.12
Pile Top (Tran.)	Flexure (k-')	15	115	0.13
Pile Bottom (Long.)	Flexure (k-')	30	137	0.22
Pile Top (Long.)	Flexure (k-')	17	115	0.15
Pile Bottom	Shear (k)	11	81	0.14
Pile Top	Shear (k)	11	131	0.08
Pile	Axial Force (k)	46	55	0.84

Impacts on Surrounding Area:

Utilities

An overhead power line post was observed at Abutment 5 during the field review. This post is 17' from the face of Abutment 5 wing wall. The limits of the proposed new pile cap do not interfere with the post. Therefore, relocation of post will not be required. An AT&T fiber optic line runs along the East side of the bridge; proposed retrofit measures should not impact this utility.

Roadway & Channel

Closure of a single lane and staging of traffic during the construction will be required. The installation of bearing stiffeners and cross frames may require the access from the channel.

Adjacent Private Property

No impacts noted.

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Seismic Retrofit Strategy
Draft Report**

County of Imperial
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Estimated Construction Cost:

Construction cost for the proposed retrofit strategy is estimated to be \$326,000, including 10% mobilization and 20% contingency. A General Plan estimate is included in Appendix A.

Widening of the Bridge to Current Standards:

The existing bridge is functionally obsolete with regard to its width. To meet current standards, the bridge should be widened from the existing 28'-5" deck width to approximately 42'-0". This widening can be designed to accommodate the proposed retrofit measures.

Two different widening schemes were evaluated: 1) Widening on both sides of the existing bridge and 2) Only widening to the west side of the existing bridge. The latter method was selected as the most cost effective solution because:

- Relocation of AT&T fiber optic line is avoided
- Widening to the west allows improvement of the roadway/bridge horizontal alignment
- Fewer traffic stages are required in order to maintain traffic
- Reconstruction of the east barrier rail can be avoided, reducing the construction cost.

The construction cost for the combined retrofit/widening is estimated to be \$617,000 including 10% contingency and 20% mobilization. Roadway costs and costs associated with the extension of the siphon near the south end of the bridge are *not* included.

A General Plan of the proposed widening/retrofit solution and General Plan Estimate are included in Appendix B.

Replacement with Bridge Meeting Current Standards:

Retrofitting and widening the existing Forrester Road Bridge is quite costly and will still leave the County with a structure that is susceptible to significant damage and cost after a major seismic event. For this reason, a preliminary design and estimate have been completed for replacement of the bridge with a modern, seismic resistant structure.

Since maintenance of at least one lane of traffic is required at all times, the proposed replacement

**LoBuono, Armstrong & Associates
Seismic Retrofit Strategy
Draft Report**

County of Imperial
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bridge must be built utilizing staged construction. Also, since the Westside Main Canal is in service for approximately 50+ weeks per year, the design must accommodate construction over water.

For this reason, a precast concrete superstructure on cast-in-steel-shell concrete piles is proposed for the replacement structure. The existing four-span, 116' long bridge would be replaced by a two-span, 142' long bridge. An increase in length is proposed to avoid interference with the existing abutment piles; if they are corroded significantly below grade, they may be difficult and costly to remove. The new bridge would be designed so that its centerline will be offset to the west of the centerline of the existing bridge. This will not only allow for some improvement of the approach road geometry, but will also allow two lanes of traffic to be maintained throughout most of the construction period. The traffic staging is proposed as follows:

- Compress traffic lanes as much as possible to the east side of the existing bridge. Install K-Rail on the west side and remove the existing sidewalk.
- Construct western 24 feet of new bridge, with centerline relocated westward to allow the above traffic configuration. When construction of this stage is complete, there will be room on the new bridge for 2 - eleven foot lanes and K-Rail on the new structure.
- Demolish existing bridge and construct remaining 16 feet of new bridge.

A precast, prestressed concrete bridge is proposed to avoid placing falsework in the Westside Main Canal and to speed the construction process. The depth of superstructure will be close to that of the existing bridge, however, if clearance to the channel is already at a minimum, the profile may need to be raised by an inch or so.

The construction cost for this replacement structure is estimated to be about \$781,000 including 10% mobilization and 20% contingency. This figure includes allowances for removal of the existing bridge (\$35,000) and added complexity due to staged construction (\$50,000). Roadway costs and costs associated with the extension of the siphon near the south end of the bridge are *not* included.

A General Plan of the proposed bridge replacement solution and General Plan Estimate are included in Appendix C.

Recommendations:

The existing bridge is both seismically and functionally deficient. In order to resolve these deficiencies, the estimated construction cost is approximately \$617,000. The retrofitted/widened structure would still be almost 50 years old, and would likely *not* be serviceable after a major seismic event. Therefore, it is recommended that the additional funds (\$164,000) be committed to replacing the existing structure with a new one designed to current seismic and geometric standards.

LoBuono, Armstrong & Associates

A DIVISION OF FREDERIC R. HARRIS, INC

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS GENERAL PLAN ESTIMATE ☒ OR PLANNING ESTIMATE ☐

DS-D-0017(REV. 5/93)

STRUCTURE Forrester Road Bridge	BRIDGE NO. 58C-0014	RECD. BY		ESTIMATING GROUP	
TYPE	DIST. CO.	RTE.	P.M.	IN	OUT

LENGTH 116 x WIDTH 28'-5" = AREA 3296 SQ FT

DESIGN SECTION _____ QUANTITIES BY KC _____ DATE _____ ESTIMATE NO. _____

PROJECT INCLUDES _____ STRUCTU QUANTITES CHCKD. BY _____ DATE _____ PRICED BY. _____

AND \$ _____ ROADWO CHARGE UNIT AND EA _____ COST INDEX _____

CONTRACT ITEMS	UNIT	QUANTITY	PRICE	AMOUNT
1 CONSTRUCTION AREA SIGNS	LS	1	\$5,000.00	\$5,000.00
2 TRAFFIC CONTROL SYSTEM	LS	1	\$25,000.00	\$25,000.00
3 TEMPORARY RAILING (TYPE K)	LF	280	\$50.00	\$14,000.00
4 BRIDGE REMOVAL (PORTION)	LS	1	\$10,000.00	\$10,000.00
5 RECONSTRUCT METAL RAILING (BRIDGE)	LF	60	\$50.00	\$3,000.00
6 STRUCTURE EXCAVATION (BRIDGE)	CY	96.3	\$75.00	\$7,222.50
7 STRUCTURE BACKFILL (BRIDGE)	CY	13.8	\$50.00	\$690.00
8 ASPHALT CONCRETE (TYPE B)	TON	11.9	\$120.00	\$1,428.00
9 36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	222	\$200.00	\$44,400.00
10 STRUCTURAL CONCRETE, BRIDGE	CY	91.1	\$650.00	\$59,215.00
11 DRILL AND BOND DOWEL	LF	150	\$25.00	\$3,750.00
12 BAR REINFORCING STEEL (BRIDGE)	LB	31885	\$0.85	\$27,102.25
13 SPOT BLAST CLEAN AND PAINT UNDERCOAT	SQFT			\$0.00
14 MISCELLANEOUS METAL (BRIDGE)	LB	5751	\$8.00	\$46,008.00
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ROUTING

- DESIGN SECTION _____
- DESIGN A SUPERVISOR _____
- DESIGN B SUPERVISOR _____
- PLANNING _____

SUBTOTAL (%)	\$246,815.75
MOBILIZATION	\$24,681.58
SUBTOTAL STRUCTURE ITEMS	\$271,497.33
CONTINGENCIES 20%	\$54,299.47
BRIDGE TOTAL (/SQ FT)	\$325,796.79
BRIDGE REMOVAL (CONTINGS INCL)	
WORK BY RAILROAD OR UTILITY FORCES	
GRAND TOTAL	\$325,796.79
FOR BIDGET PURPOSES - USE	\$326,000.00
COMMENTS	

ESTIMATING - LAST

DS-93 0044

LoBuono, Armstrong & Associates Seismic Retrofit Strategy Draft Report	County of Imperial Project No. 13-3519-01 Forrester Road Bridge over Westside Main Canal Bridge No. 58C-0014	Date: July 7, 1998
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LoBuono, Armstrong & Associates Seismic Retrofit Strategy Draft Report	County of Imperial Project No. 13-3519-01 Forrester Road Bridge over Westside Main Canal Bridge No. 58C-0014	Date: July 7, 1998
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LoBuono, Armstrong & Associates Seismic Retrofit Strategy Draft Report	County of Imperial Project No. 13-3519-01 Forrester Road Bridge over Westside Main Canal Bridge No. 58C-0014	Date: July 7, 1998
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Appendix B: Widening General Plan and General Plan Estimate

LoBuono, Armstrong & Associates

A DIVISION OF FREDERIC R. HARRIS, INC

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS GENERAL PLAN ESTIMATE ☒ OR PLANNING ESTIMATE ☐

DS-D-0017 (REV. 5/93)

STRUCTURE Forrester Road Bridge	BRIDGE NO. 58C-0014	RECD. BY		ESTIMATING GROUP	
TYPE	DIST. CO.	RTE.	P.M.	IN	OUT

LENGTH 116 x WIDTH 28'-5" = AREA 3296 SQ FT

DESIGN SECTION _____ QUANTITIES BY KC DATE _____ ESTIMATE NO. _____

PROJECT INCLUDES _____ STRUCTU QUANTITES CHCKD. BY _____ DATE _____ PRICED BY. _____

AND \$ _____ ROADWO CHARGE UNIT AND EA _____ COST INDEX _____

	CONTRACT ITEMS	UNIT	QUANTITY	PRICE	AMOUNT
1	CONSTRUCTION AREA SIGNS	LS	1	\$7,500.00	\$7,500.00
2	TRAFFIC CONTROL SYSTEM	LS	1	\$35,000.00	\$35,000.00
3	TEMPORARY RAILING (TYPE K)	LF	420	\$50.00	\$21,000.00
4	BRIDGE REMOVAL (PORTION)	LS	1	\$25,000.00	\$25,000.00
5	RECONSTRUCT METAL RAILING (BRIDGE)	LF	60	\$50.00	\$3,000.00
6	STRUCTURE EXCAVATION (BRIDGE)	CY	140.6	\$75.00	\$10,545.00
7	STRUCTURE BACKFILL (BRIDGE)	CY	20.1	\$50.00	\$1,005.00
8	ASPHALT CONCRETE (TYPE B)	TON	47.5	\$120.00	\$5,700.00
9	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	296	\$200.00	\$59,200.00
10	FURNISH 16" CAST-IN-STEEL SHELL CONCRETE	LF	350	\$30.00	\$10,500.00
11	DRIVE 16" CAST-IN-STEEL SHELL CONCRETE PIL	EA	10	\$2,000.00	\$20,000.00
12	STRUCTURAL CONCRETE, BRIDGE	CY	171.5	\$650.00	\$111,475.00
13	DRILL AND BOND DOWEL	LF	200	\$25.00	\$5,000.00
14	BAR REINFORCING STEEL (BRIDGE)	LB	60025	\$0.75	\$45,018.75
15	SPOT BLAST CLEAN AND PAINT UNDERCOAT	SQFT			\$0.00
16	MISCELLANEOUS METAL (BRIDGE)	LB	26461	\$3.75	\$99,228.75
17	METAL RAILING (TYPE 118)	LF	118	\$65.00	\$7,670.00
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ROUTING

1. DESIGN SECTION _____

2. DESIGN A SUPERVISOR _____

3. DESIGN B SUPERVISOR _____

4. PLANNING _____

ESTIMATING - LAST

DS-93-0044

SUBTOTAL	(%)	\$466,842.50
MOBILIZATION		\$46,684.25
SUBTOTAL STRUCTURE ITEMS		\$513,526.75
CONTINGENCIES	20%	\$102,705.35
BRIDGE TOTAL	(/SQ. FT.)	\$616,232.10
BRIDGE REMOVAL (CONTINGS INCL)		
WORK BY RAILROAD OR UTILITY FORCES		
GRAND TOTAL		\$616,232.10
FOR BIDGET PURPOSES - USE		\$617,000.00
COMMENTS		

LoBuono, Armstrong & Associates Seismic Retrofit Strategy Draft Report	County of Imperial Project No. 13-3519-01 Forrester Road Bridge over Westside Main Canal Bridge No. 58C-0014	Date: July 7, 1998
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Appendix C: Replacement General Plan and General Plan Estimate

LoBuono, Armstrong & Associates

A DIVISION OF FREDERIC R. HARRIS, INC

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS GENERAL PLAN ESTIMATE ☐ OR PLANNING ESTIMATE ☒

DS-D-0017 (REV. 5/93)

STRUCTURE	BRIDGE NO.	RECD. BY	ESTIMATING GROUP
Forrester Road Bridge	58C-0014		IN
TYPE	DIST.	CO.	RTE. P.M. OUT

LENGTH 142 x WIDTH 40'-0" = AREA 5680 SQ FT

DESIGN SECTION _____ QUANTITIES BY OAB DATE _____ ESTIMATE NO. _____

PROJECT INCLUDES _____ STRUCTURE(S) QUANTITIES CHECKED BY _____ DATE _____ PRICED BY. TRB

AND \$ _____ ROADWORK CHARGE UNIT AND EA _____ COST INDEX _____

CONTRACT ITEMS	UNIT	QUANTITY	PRICE	AMOUNT
1 CONSTRUCTION AREA SIGNS	LS	1	\$5,000.00	\$5,000.00
2 TRAFFIC CONTROL SYSTEM	LS	1	\$25,000.00	\$25,000.00
3 TEMPORARY RAILING (TYPE K)	LF	360	\$50.00	\$18,000.00
4 BRIDGE REMOVAL	LS	1	\$35,000.00	\$35,000.00
5 FURNISH 24" CAST-IN-STEEL SHELL CONCRETE	LF	780	\$45.00	\$35,100.00
6 DRIVE 24" CAST-IN-STEEL SHELL CONCRETE PILE	EA	13	\$1,800.00	\$23,400.00
7 STRUCTURE EXCAVATION (BRIDGE)	CY	321	\$50.00	\$16,050.00
8 STRUCTURE BACKFILL (BRIDGE)	CY	106	\$50.00	\$5,300.00
9 FURNISH & ERECT PC/PS BOX GIRDER (65'-70')	EA	20	\$10,008.00	\$200,160.00
10 STRUCTURAL CONCRETE, BRIDGE	CY	275	\$385.00	\$105,875.00
11 BAR REINFORCING STEEL (BRIDGE)	LB	73200	\$0.70	\$51,240.00
12 THREE BEAM RAILING	LF	348	\$35.00	\$12,180.00
13 MISCELLANEOUS METAL (H.S. ROD)	LB	773	\$1.75	\$1,352.75
14 METAL BEAM GUARD RAIL	LF	300	\$25.00	\$7,500.00
15 CONSTRUCTION STAGING	LS	1	\$50,000.00	\$50,000.00
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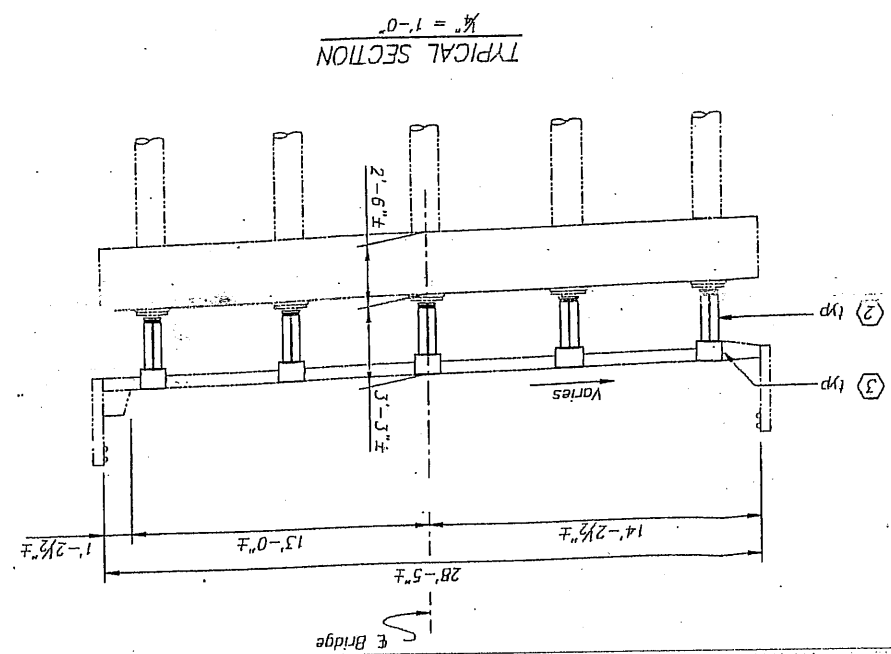
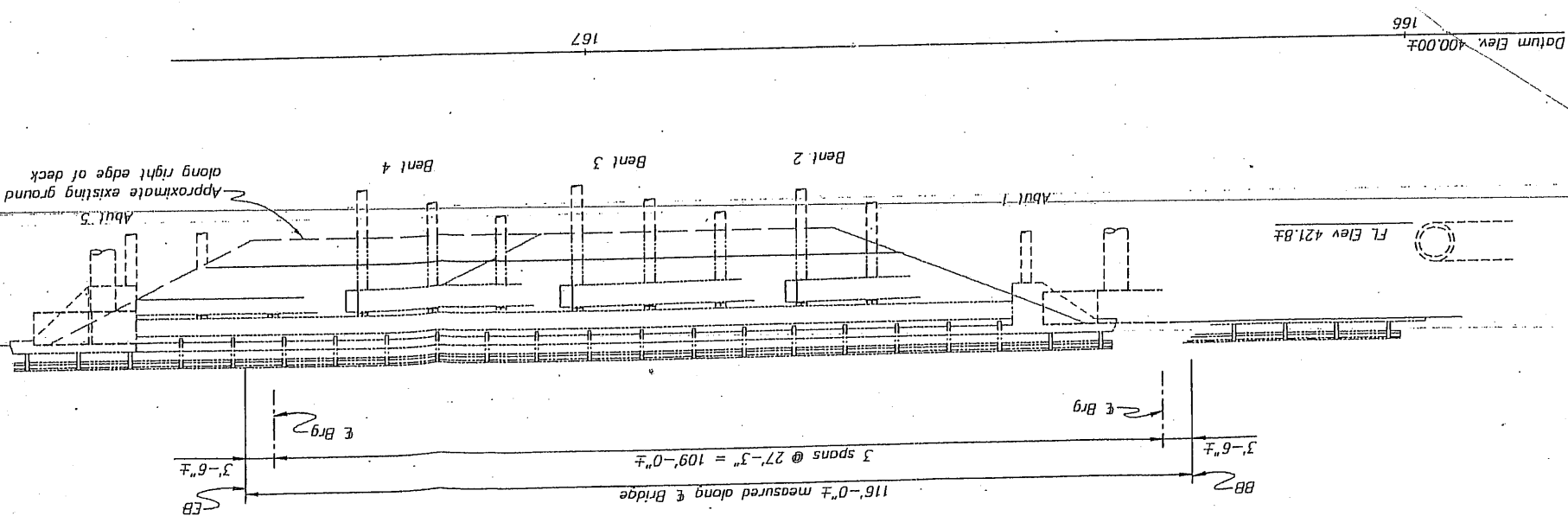
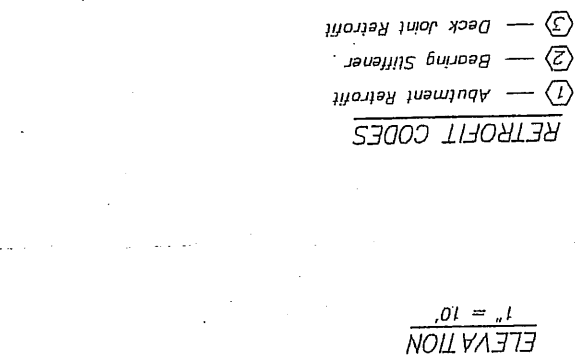
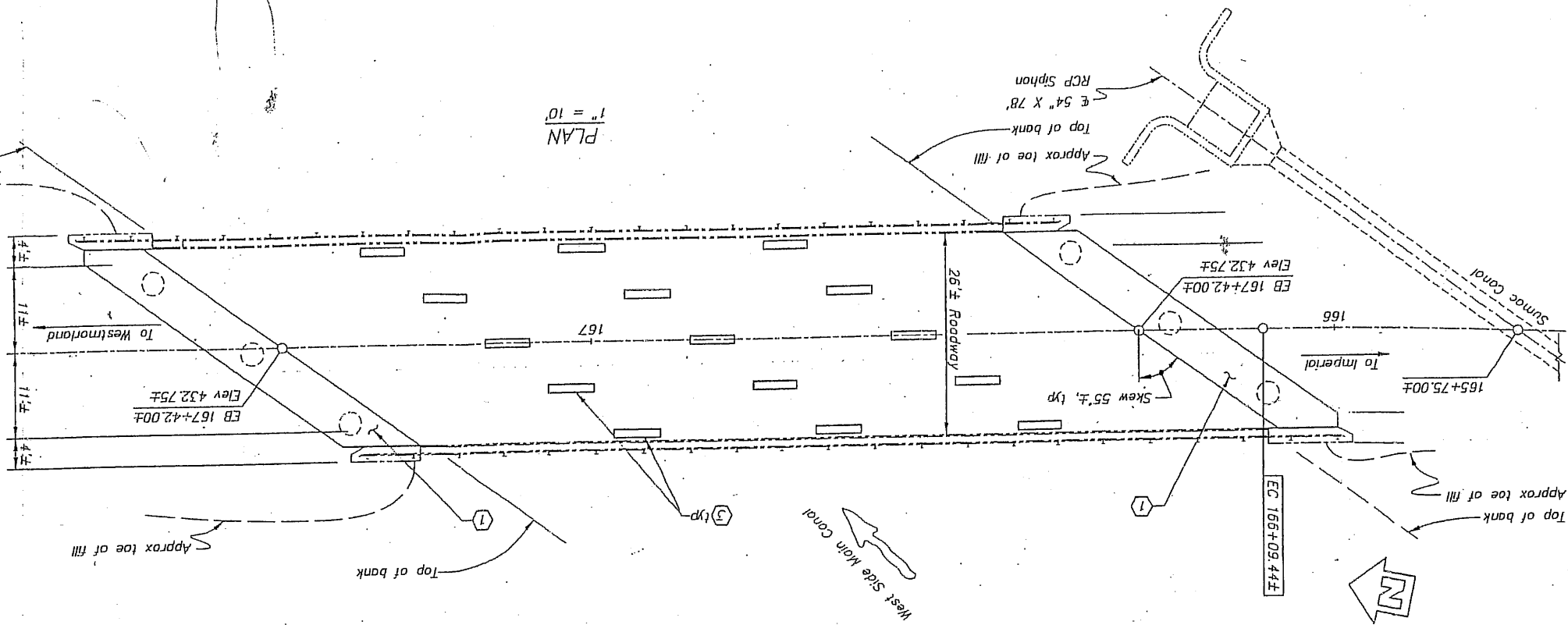
ROUTING

- DESIGN SECTION _____
- DESIGN A SUPERVISOR _____
- DESIGN B SUPERVISOR _____
- PLANNING _____

SUBTOTAL	\$591,157.75
MOBILIZATION 10%	\$59,115.78
SUBTOTAL STRUCTURE ITEMS	\$650,273.53
CONTINGENCIES 20%	\$130,054.71
BRIDGE TOTAL (\$137.38 /SQ FT.)	\$780,328.23
BRIDGE REMOVAL (CONTINGENTS INCL)	
WORK BY RAILROAD OR UTILITY FORCES	
GRAND TOTAL	\$780,328.23
FOR BUDGET PURPOSES - USE	\$781,000.00
COMMENTS	

ESTIMATING - LAST

DS-93-0044

[illegible]

LEGEND

Standard Plan Sheet No.

Detail No.

— Indicates Existing Structure

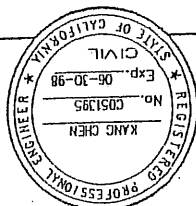
— Indicates new construction

Notes:
1. The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

①

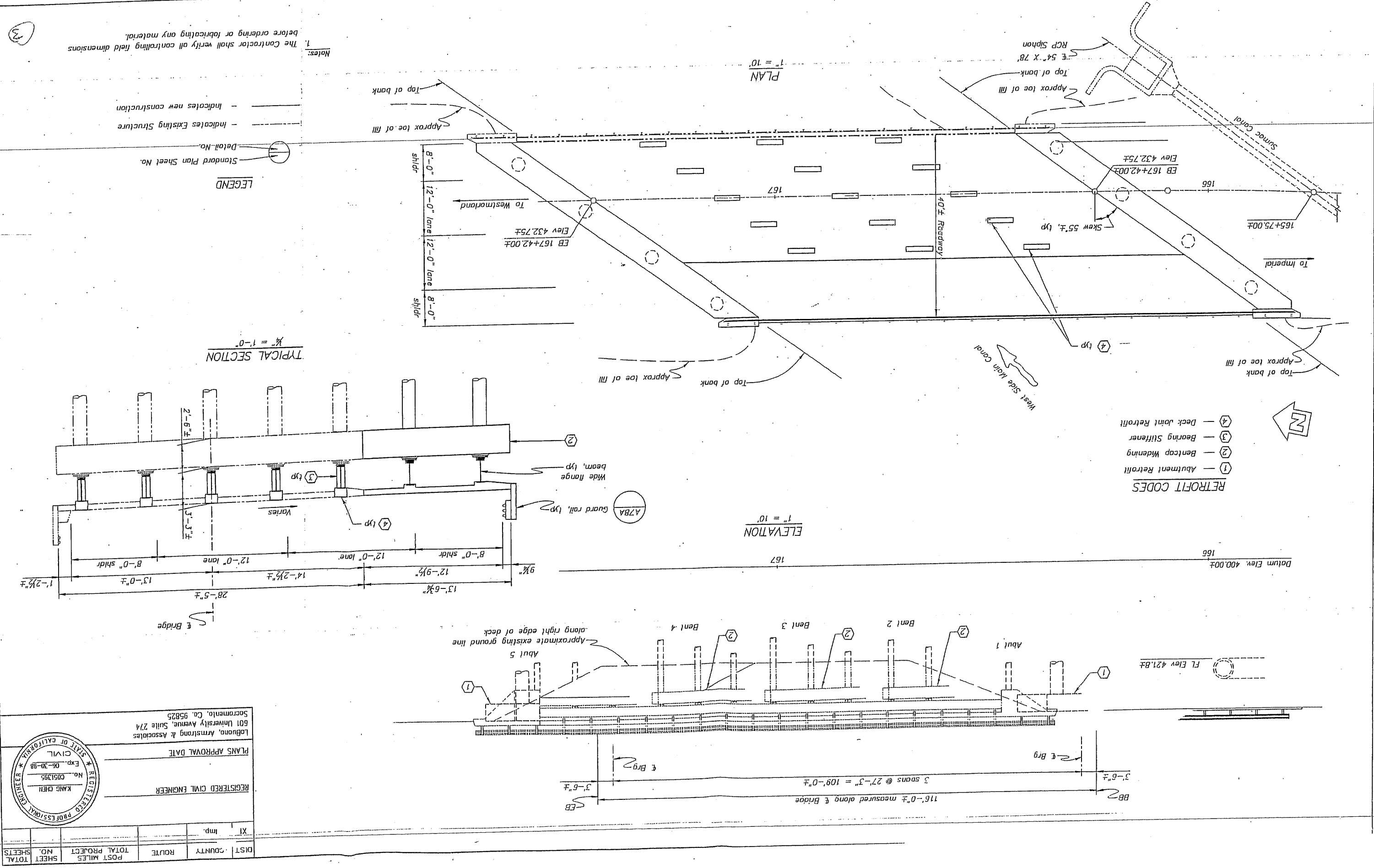
TYPICAL SECTION

REGISTERED CIVIL ENGINEER
PLANS APPROVAL DATE
Lobano, Armstrong & Associates
601 University Avenue, Suite 274
Sacramento, Ca. 95825



EARTHQUAKE RETROFIT PROJECT

FORESTER ROAD BRIDGE ACROSS WESTSIDE MAIN CANAL (WMDN)



REGISTERED CIVIL ENGINEER
KANG CHEN
No. C051395
Exp. 06-30-98

PLANS APPROVAL DATE

Lozano, Armstrong & Associates
601 University Avenue, Suite 274
Sacramento, Ca. 95825

DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
XI	Imp.				



DEPARTMENT OF TRANSPORTATION
Structure Maintenance & Investigations

Bridge Number : 58C0014
Facility Carried: FORRESTER ROAD
Location : 3.8 MI S CADY RD
City :
Inspection Date : 12/14/2004

Bridge Inspection Report

Inspection Type
Routine ☒ Group A ☐ Underwater ☐ Special ☐ Other ☐

STRUCTURE NAME: WESTSIDE MAIN CANAL

CONSTRUCTION INFORMATION

Year Built : 1950
Year Widened: N/A
Length (m) : 36

Skew (degrees): 55
No. of Joints : 0
No. of Hinges : 0

Structure Description: Four span continuous RC deck on simply supported steel stringers, supported by RC pile cap bents and open end seated abutments on concrete piles.

Span Configuration : (S) 2 @ 8.3 m, 8.1 m, 8.5 m (N)

LOAD CAPACITY AND RATINGS

Design Live Load: MS-18 OR HS-20
Inventory Rating: 49.9 metric tons
Operating Rating: 71.6 metric tons
Permit Rating : PPPPP
Posting Load : Type 3 N/A

Calculation Method: LOAD FACTOR
Calculation Method: LOAD FACTOR

Type 3S2 N/A Type 3-3 N/A

DESCRIPTION ON STRUCTURE

Deck X-Section: 0.3 m cu, 7.9 m, 0.3 m cu

Total Width: 8.5 m

Net Width: 7.9 m

No. of Lanes: 2

Rail Code : 0000

Rail Description: MBGR

Min. Vertical Clearance: Unimpaired

DESCRIPTION UNDER STRUCTURE

Channel Description: Trapezoidal earth

CONDITION TEXT

CONDITION OF STRUCTURE

A. Minor erosion has developed in the southeast, southwest and northwest corners of the abutments, remain unchanged. A pile, 1.0 m of length, is exposed.

No abutment distress is evident.

B. At the southerly east abutment there is a moderate vertical crack.

C. At the east bare shoulder, the concrete deck exhibits moderate cracks in size and density.

D. There are many small spalls and cracks scattered throughout the deck.

E. The east steel girders have stain of rust.

Other than noted above the structure is in good condition.

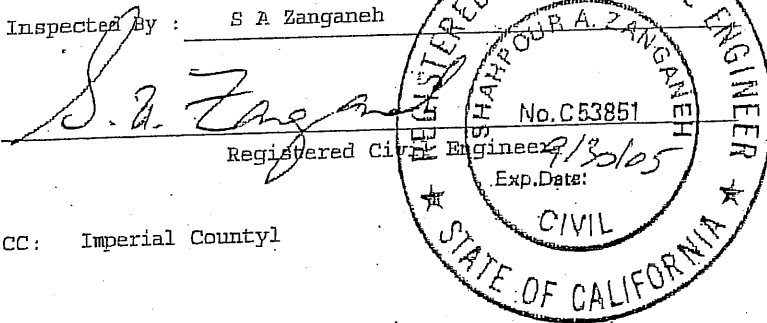
MISCELLANEOUS

The inspection team consisted of S. Zanganeh and M Zaarour.

ELEMENT INSPECTION RATINGS		Env Total Units		Qty in each Condition State				
#Elem	Element Description			St. 1	St. 2	St. 3	St. 4	St. 5
01 13	Concrete Deck - Unprotected w/ AC Overlay	2	290 sq.m.	0	290	0	0	0
01 107	Painted Steel Open Girder/Beam	2	180 m.	165	10	5	0	0
01 205	Reinforced Conc Column or Pile Extension	2	15 ea.	15	0	0	0	0
01 215	Reinforced Conc Abutment	2	17 m.	17	0	0	0	0
01 227	Reinforced Conc Submerged Pile	2	1 ea.	1	0	0	0	0
01 234	Reinforced Conc Cap	2	26 m.	26	0	0	0	0
01 313	Fixed Bearing	2	25 ea.	25	0	0	0	0
01 330	Metal Bridge Railing - coated or uncoated	2	84 m.	84	0	0	0	0
01 358	Deck Cracking	2	1 ea.	0	0	1	0	0

WORK RECOMMENDATIONS - NONE

Inspected By : S A Zanganeh



CC: Imperial County

STRUCTURE INVENTORY AND APPRAISAL REPORT

***** IDENTIFICATION *****

(1) STATE NAME- CALIFORNIA 069
 (8) STRUCTURE NUMBER 58C0014
 (5) INVENTORY ROUTE(ON/UNDER)- ON 1400W9720
 (2) HIGHWAY AGENCY DISTRICT 11
 (3) COUNTY CODE 025 (4) PLACE CODE 00000
 (6) FEATURE INTERSECTED- WESTSIDE MAIN CANAL
 (7) FACILITY CARRIED- FORRESTER ROAD
 (9) LOCATION- 3.8 MI S CADY RD
 (11) MILEPOINT/KILOMETERPOINT 0
 (12) BASE HIGHWAY NETWORK- NOT ON NET 0
 (13) LRS INVENTORY ROUTE & SUBROUTE
 (16) LATITUDE 32 DEG 55 MIN 22 SEC
 (17) LONGITUDE 115 DEG 37 MIN 19 SEC
 (98) BORDER BRIDGE STATE CODE % SHARE %
 (99) BORDER BRIDGE STRUCTURE NUMBER

***** STRUCTURE TYPE AND MATERIAL *****

(43) STRUCTURE TYPE MAIN:MATERIAL- STEEL CONT
 TYPE- STRINGER/MULTI-BEAM OR GDR CODE 402
 (44) STRUCTURE TYPE APPR:MATERIAL- NOT APPLICABLE
 TYPE- NOT APPLICABLE CODE
 (45) NUMBER OF SPANS IN MAIN UNIT 4
 (46) NUMBER OF APPROACH SPANS 0
 (107) DECK STRUCTURE TYPE- CIP CONCRETE CODE 1
 (108) WEARING SURFACE / PROTECTIVE SYSTEM:
 A) TYPE OF WEARING SURFACE- BITUMINOUS CODE 6
 B) TYPE OF MEMBRANE- NONE CODE 0
 C) TYPE OF DECK PROTECTION- NONE CODE 0

***** AGE AND SERVICE *****

(27) YEAR BUILT 1950
 (106) YEAR RECONSTRUCTED 0000
 (42) TYPE OF SERVICE: ON- HIGHWAY
 UNDER- WATERWAY 1
 (28) LANES:ON STRUCTURE 02 UNDER STRUCTURE 00
 (29) AVERAGE DAILY TRAFFIC 2500
 (30) YEAR OF ADT 1989 (109) TRUCK ADT 5 %
 (19) BYPASS, DETOUR LENGTH 29 KM

***** GEOMETRIC DATA *****

(48) LENGTH OF MAXIMUM SPAN 8.5 M
 (49) STRUCTURE LENGTH 36.0 M
 (50) CURB OR SIDEWALK: LEFT 0.3 M RIGHT 0.3 M
 (51) BRIDGE-ROADWAY-WIDTH CURB TO CURB 7.9 M
 (52) DECK WIDTH OUT TO-OUT 8.5 M
 (32) APPROACH ROADWAY WIDTH (W/SHOULDERS) 7.9 M
 (33) BRIDGE MEDIAN- NO MEDIAN 0
 (34) SKEW 55 DEG (35) STRUCTURE FLARED NO
 (10) INVENTORY ROUTE MIN VERT CLEAR 99.99 M
 (47) INVENTORY-ROUTE-TOTAL-HORIZ-CLEAR 7.9 M
 (53) MIN VERT CLEAR OVER BRIDGE RDWY 99.99 M
 (54) MIN VERT UNDERCLEAR REF- NOT H/RR 0.00 M
 (55) MIN LAT UNDERCLEAR RT REF- NOT H/RR 0.0 M
 (56) MIN LAT UNDERCLEAR LT 0.0-M

***** NAVIGATION DATA *****

(38) NAVIGATION CONTROL- NO CONTROL CODE 0
 (111) PIER PROTECTION- CODE
 (39) NAVIGATION VERTICAL CLEARANCE 0.0 M
 (116) VERT-LIFT BRIDGE NAV MIN VERT CLEAR M
 (40) NAVIGATION HORIZONTAL CLEARANCE 0.0 M

SUFFICIENCY RATING = 74.4

STATUS STRUCTURALLY DEFICIENT

HEALTH INDEX 95.7

PAINT CONDITION INDEX = 97.2

***** CLASSIFICATION ***** CODE

(112) NBIS BRIDGE LENGTH- YES Y
 (104) HIGHWAY SYSTEM- NOT ON NHS 0
 (26) FUNCTIONAL CLASS- MAJOR COLLECTOR RURAL 07
 (100) DEFENSE HIGHWAY- NOT STRAHNET 0
 (101) PARALLEL STRUCTURE- NONE EXISTS N
 (102) DIRECTION OF TRAFFIC- 2 WAY 2
 (103) TEMPORARY STRUCTURE-
 (105) FED.LANDS HWY- NOT APPLICABLE 0
 (110) DESIGNATED NATIONAL NETWORK - NOT ON NET 0
 (20) TOLL- ON FREE ROAD 3
 (21) MAINTAIN- COUNTY HIGHWAY AGENCY 02
 (22) OWNER- COUNTY HIGHWAY AGENCY 02
 (37) HISTORICAL SIGNIFICANCE- NOT ELIGIBLE 5

***** CONDITION ***** CODE

(58) DECK 4
 (59) SUPERSTRUCTURE 6
 (60) SUBSTRUCTURE 7
 (61) CHANNEL & CHANNEL PROTECTION 8
 (62) CULVERTS N

***** LOAD RATING AND POSTING ***** CODE

(31) DESIGN LOAD- MS-18 OR HS-20 5
 (63) OPERATING RATING METHOD- LOAD FACTOR 1
 (64) OPERATING RATING- 71.6
 (65) INVENTORY RATING METHOD- LOAD FACTOR 1
 (66) INVENTORY RATING- 49.9
 (70) BRIDGE POSTING- EQUAL TO OR ABOVE LEGAL LOADS 5
 (41) STRUCTURE OPEN, POSTED OR CLOSED- A
 DESCRIPTION- OPEN, NO RESTRICTION

***** APPRAISAL ***** CODE

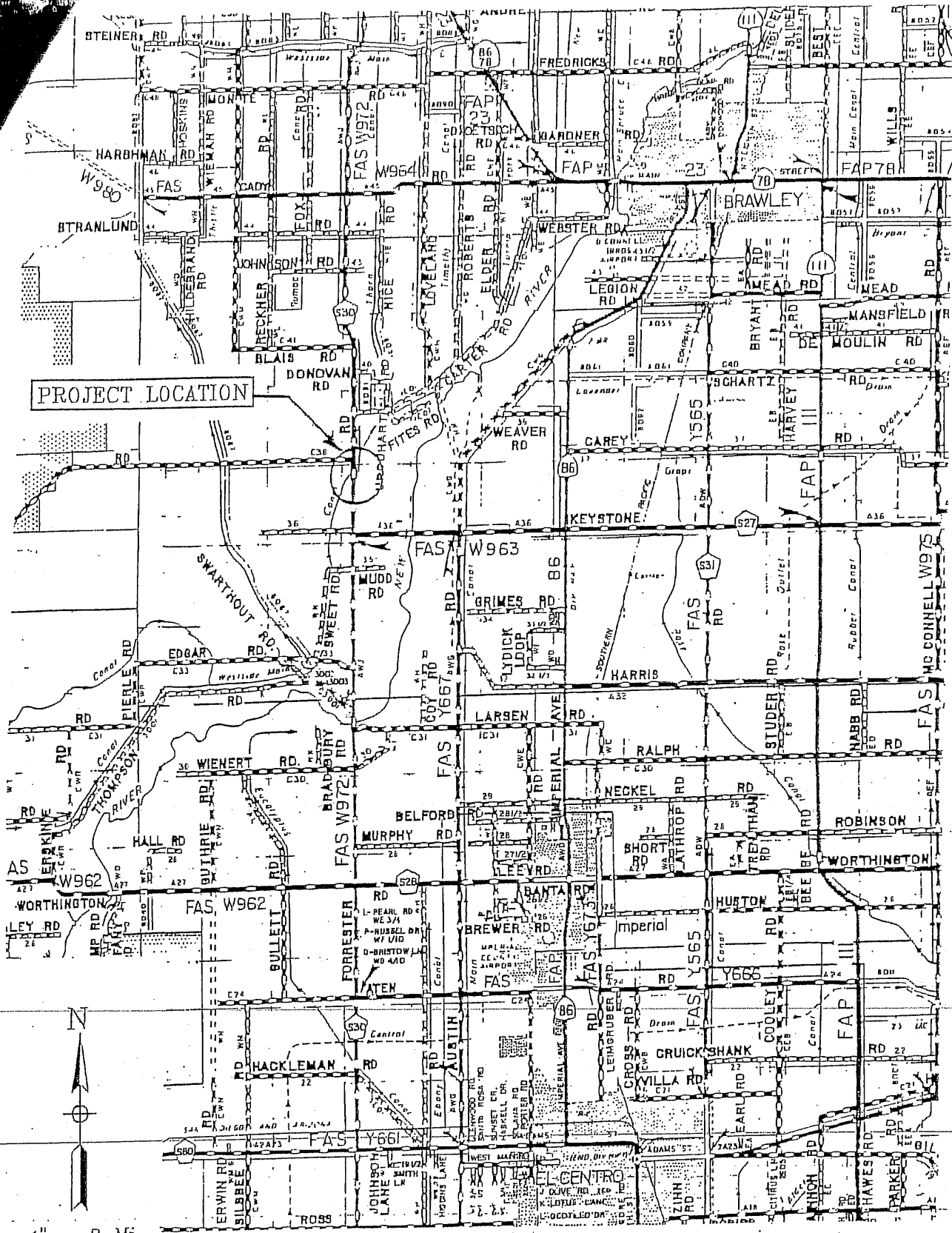
(67) STRUCTURAL EVALUATION 6
 (68) DECK GEOMETRY 3
 (69) UNDERCLEARANCES, VERTICAL & HORIZONTAL N
 (71) WATER ADEQUACY 9
 (72) APPROACH ROADWAY ALIGNMENT 8
 (36) TRAFFIC SAFETY FEATURES 0000
 (113) SCOUR CRITICAL BRIDGES 5

***** PROPOSED IMPROVEMENTS *****

(75) TYPE OF WORK- MISC STRUCTURAL WORK CODE 38
 (76) LENGTH OF STRUCTURE IMPROVEMENT 36 M
 (94) BRIDGE IMPROVEMENT COST \$367,000
 (95) ROADWAY IMPROVEMENT COST \$37,000
 (96) TOTAL PROJECT COST \$551,000
 (97) YEAR OF IMPROVEMENT COST ESTIMATE 1999
 (114) FUTURE ADT 4000
 (115) YEAR OF FUTURE ADT 2015

***** INSPECTIONS *****

(90) INSPECTION DATE 12/04 (91) FREQUENCY 24 MO
 (92) CRITICAL FEATURE INSPECTION: (93) CFI DATE
 A) FRACTURE CRIT DETAIL- NO MO A)
 B) UNDERWATER INSP- YES 60 MO B) 08/86
 C) OTHER SPECIAL INSP- NO MO C)



PUBLIC WORKS DEPARTMENT
IMPERIAL COUNTY
EL CENTRO, CALIFORNIA

PROJECT :
REPLACEMENT OF FORRESTER ROAD BRIDGE AT WESTSIDE MAIN CANAL
BRIDGE 58C-014

LOCATION MAP

DATE:
03/09/99
DRAWN:
M. ORTIZ
SCALE
1" = 2 Mi.
DWG No.
L-474

FIELD REPORT

RECEIVED

JUN - 2 1998

PUBLIC WORKS

District County Route PM
01-IMP

EARTHQUAKE RETROFIT PROJECT NO.

Bridge Name : FORRESTER ROAD BRIDGE ACROSS
WESTSIDE MAIN CANAL
Bridge No. : 58C-0014

Field Review Date: March 11, 1998

Attendees:

<u>Name</u>	<u>Unit</u>	<u>Phone No.</u>
Timothy B. Jones	Imperial County	(760) 339-4462
Frank J. Fiorenza	Imperial County	(760) 339-4462
Paul Peschel	IID	(760) 339-9256
Neil H. Harris	LoBuono, Armstrong & Associates	(916) 929-3124
Kang Chen	LoBuono, Armstrong & Associates	(916) 929-3124
Jeffrey O. Lyon	Southland Geotechnical	(760) 370-3000

FIELD REVIEW CHECKLIST

Date 03/11/98 Dist. 11 Co. IMP Rte. _____ PM _____

Bridge Name Bridge Across West Side Main Canal Br. No. 58C-0014

Year Built 1950 Width 28'-5" Length 116'-0" No. of Spans 4 Piles/Bent 5

Verify Structure Components

Description

Superstructure	Reinforced concrete slab on rolled steel beams
Abutments:	
Joint Gap------(in)	1"
Shear Key-----	N/A
Bent Caps	
Hinges	
Joint Gaps -----(in)	N/A
Interior Shear Key---	N/A
Restrainers/Soffit opening locations	None
Columns	None
Median Barrier	None
Footings	None
Railings (type etc.)	Steel railing
Bridge Deck Overlays	A.C. Overlay cracks at both abutments
Approach Slabs	None
Approaches:	
Railing-----	MBGR
Sidewalks-----	None
Slope Paving	None
Adjacent Structures or conditions	None
Verify existing facilities around structure (buildings, pumping plants, RR etc.	Overhead power line: post is found at north abutment 1.7' from the face of Abutment 5 wing wall. AT&T cable warning post signs are also found at at east side of both abutments.
Unique features	Concrete deck is non-composite with girders. Girder diaphragms are perpendicular to beams, and are not located above bearings.

Damage	Bridge rails damaged at all corners of bridge indicating multiple vehicle impacts. Corrosion is evident on pile casings. Section loss could not be estimated due to water level in channel.
Visible Utilities On Structure ----- Under Structure -----	
Embankment erosion	
Construction access to structural components	Accessible
Verify Roadway Conditions:	
Traffic lanes	Two
Drainage	None
Overlays etc.	
Manholes	None
Potential R/W Problems	None
Railroad	N/A
Water crossings	West Main Canal. Side drain canal and siphon cross road just south of Abutment 1.
Critical Areas to be surveyed (Measure where possible e.g. Column heights)	None

County Check List

Right of Way Maps

Utility Maps

Traffic Information

Leased air space or area

Railroad conflicts

Environmental/Historical concerns
(Hazardous Material)

FIELD REVIEW SUMMARY MEETING

Please discuss and document issues, including those requiring further investigation. Provide date required for each of the action items below.

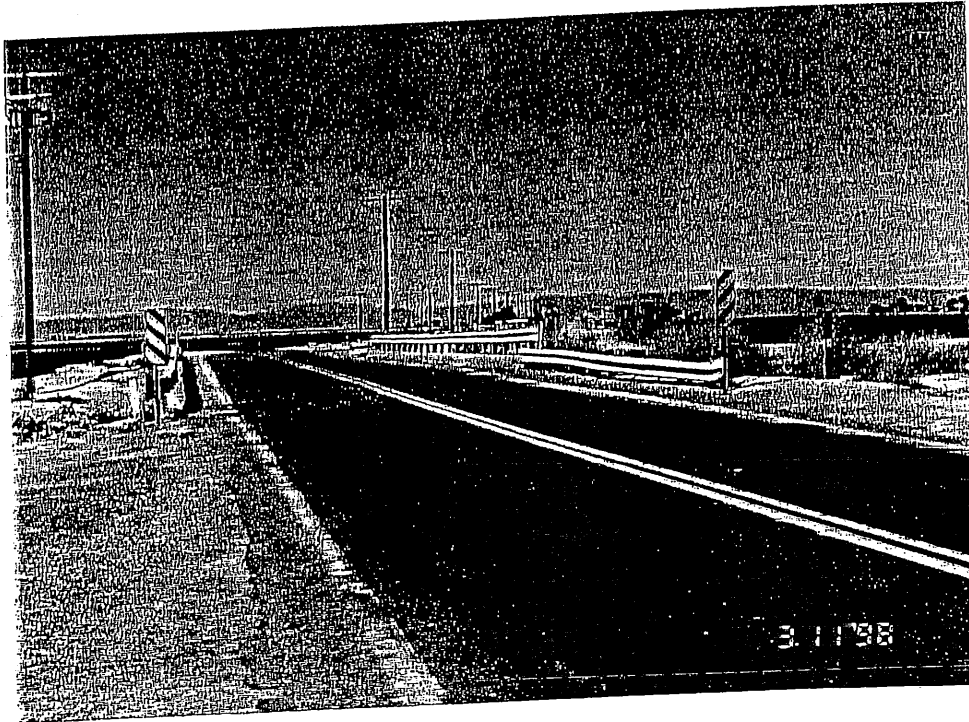
The alignment issue was raised during the field review. If the replacement strategy is adopted, the new alignment should be designed at west side of existing bridge to improve horizontal geometry and avoid relocation of fiber optic line. The existing side channel siphon would need to be extended.

Some scour is evident at the west most pile of the north abutment. Due to high water levels in canal and limited access, condition of other abutment piles could not be determined.

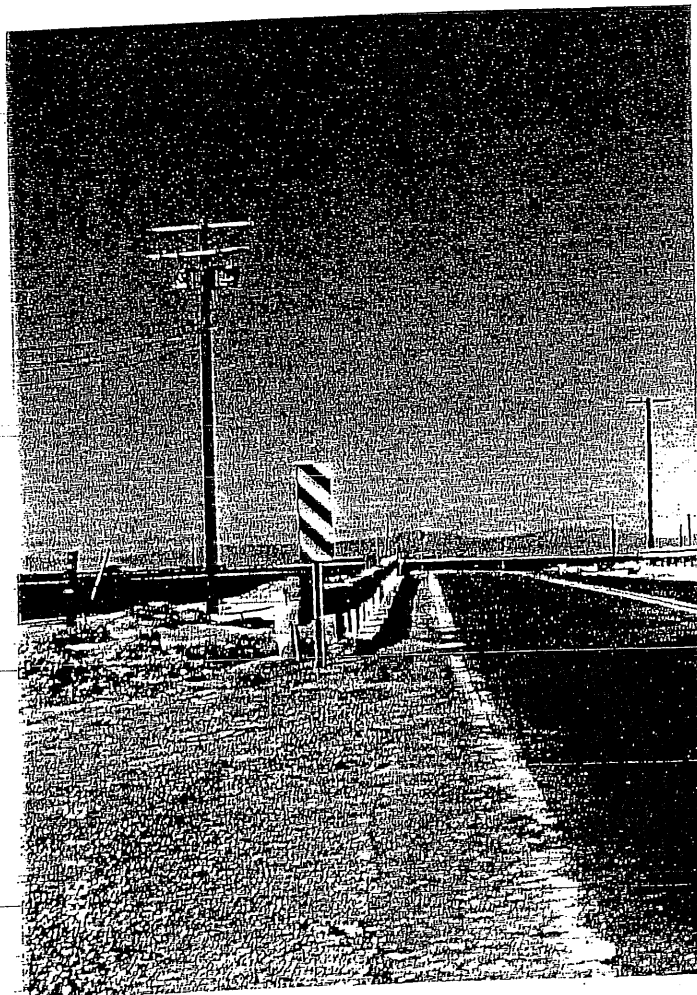
PHOTO LOG

Date: March 11, 1998

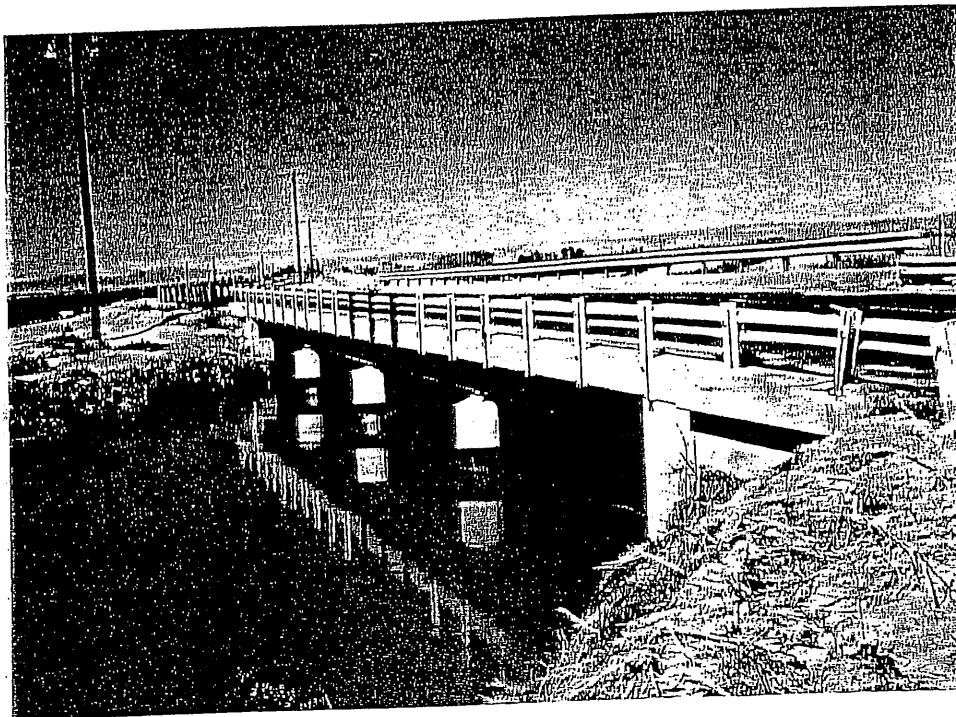
<u>NEGATIVE #</u>	<u>BRIDGE NAME</u>	<u>PHOTO DESCRIPTION</u>
1.	200-6-11 Bridge Across West Side Main Canal	General view from south side
2.	200-6-12 Bridge Across West Side Main Canal	Power line and post
3.	200-6-13 Bridge Across West Side Main Canal	Main Canal & W. side of Brg.
4.	200-6-14 Bridge Across West Side Main Canal	RCP siphon canal
5.	200-6-15 Bridge Across West Side Main Canal	Main Canal & E. Side of Brg.
6.	200-6-16 Bridge Across West Side Main Canal	E. side of Bent 3
7.	200-6-17 Bridge Across West Side Main Canal	Bearing at E. side of Bent 2
8.	200-6-18 Bridge Across West Side Main Canal	Railing at E. side of bridge
9.	200-6-19 Bridge Across West Side Main Canal	S. Abut. AC overlay cracks
10.	200-6-20 Bridge Across West Side Main Canal	S. Abut. AC overlay cracks
11.	200-6-21 Bridge Across West Side Main Canal	Inter. Diaphragm at Bent 4
12.	200-6-22 Bridge Across West Side Main Canal	Bearing at Bent 4
13.	200-6-23 Bridge Across West Side Main Canal	Inter. Diaphragm at Bent 4
14.	200-6-24 Bridge Across West Side Main Canal	Bearing at Abutment 5
15.	200-6-25 Bridge Across West Side Main Canal	General view from N. side
16.	200-6-26 Bridge Across West Side Main Canal	Steel girder
17.	200-6-27 Bridge Across West Side Main Canal	Steel girder
18.	200-6-28 Bridge Across West Side Main Canal	Wing wall at Abutment 5
19.	200-6-29 Bridge Across West Side Main Canal	W. side of bridge
20.	200-6-30 Bridge Across West Side Main Canal	Girder weld splice at Bent 3
21.	200-6-31 Bridge Across West Side Main Canal	Girder weld splice at Bent 3
22.	200-6-32 Bridge Across West Side Main Canal	Abutment 1
23.	200-6-33 Bridge Across West Side Main Canal	AT&T cable post
24.	200-6-34 Bridge Across West Side Main Canal	W. side of bridge
25.	200-6-35 Bridge Across West Side Main Canal	Power line and post
26.	200-6-36 Bridge Across West Side Main Canal	AT&T cable post sign
27.	200-6-37 Bridge Across West Side Main Canal	RCP siphon canal



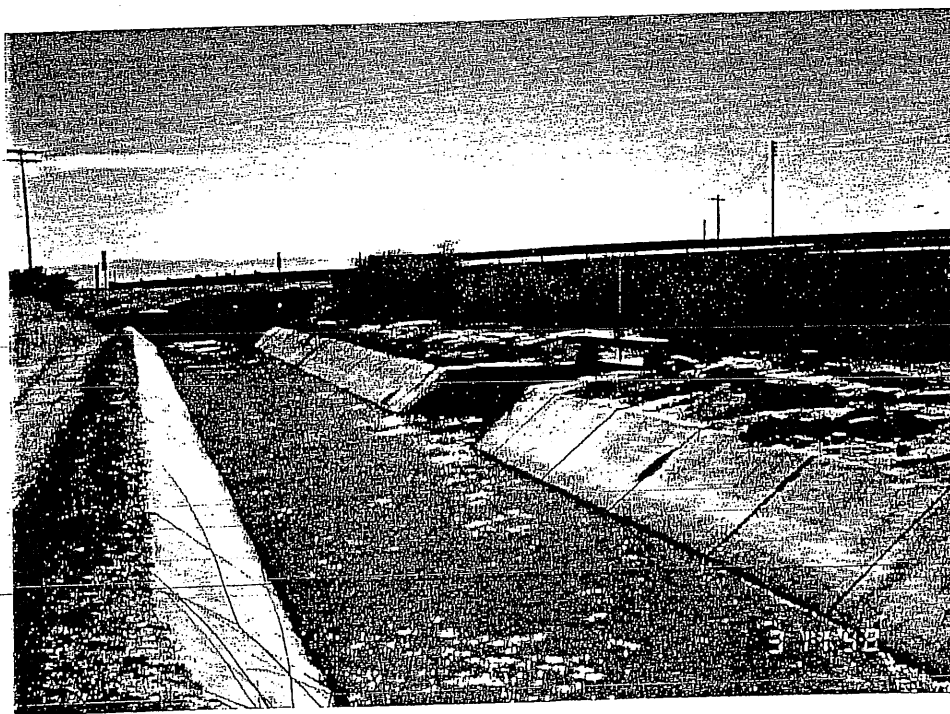
200-6-11 General view from south side



200-6-12 Power line and post



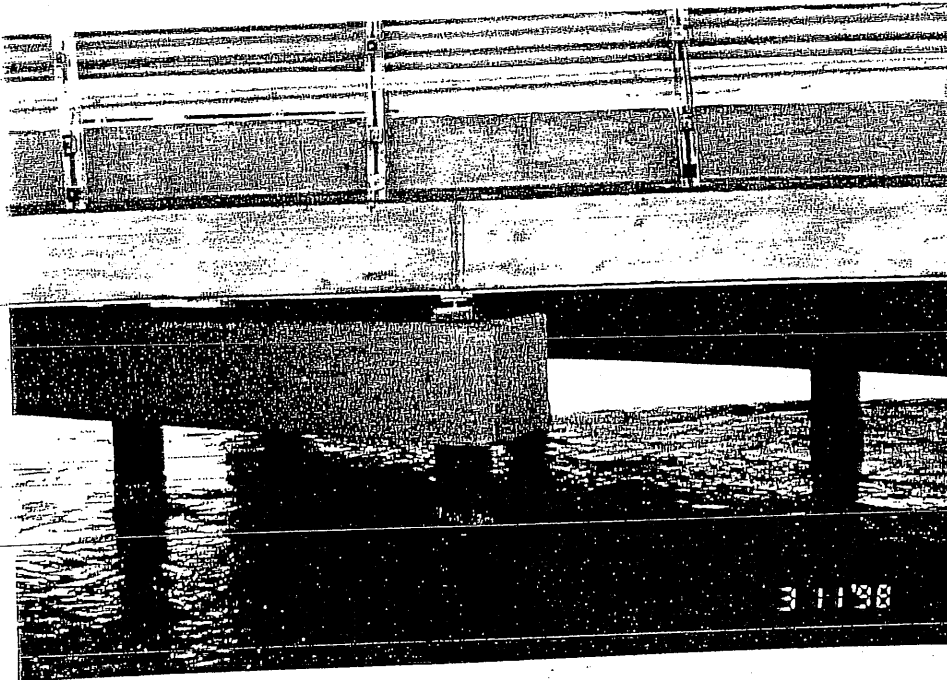
200-6-13 Main Canal and west side of bridge



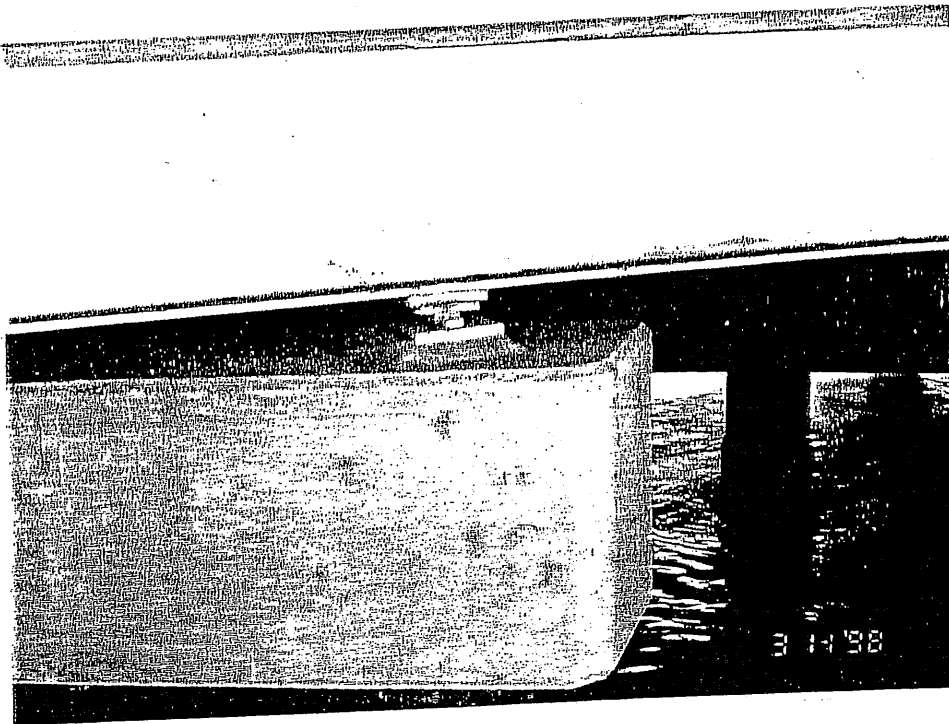
200-6-14 RCP siphon canal



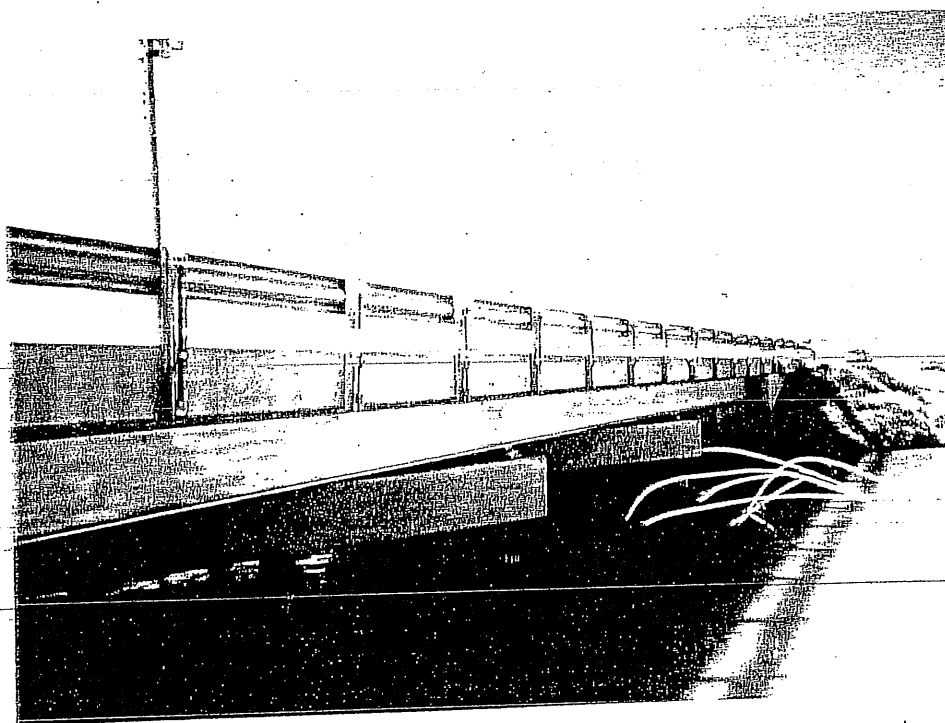
200-6-15 Main Canal and east side of bridge



200-6-16 East side of Bent 3



200-6-17 Bearing at east side of Bent 2



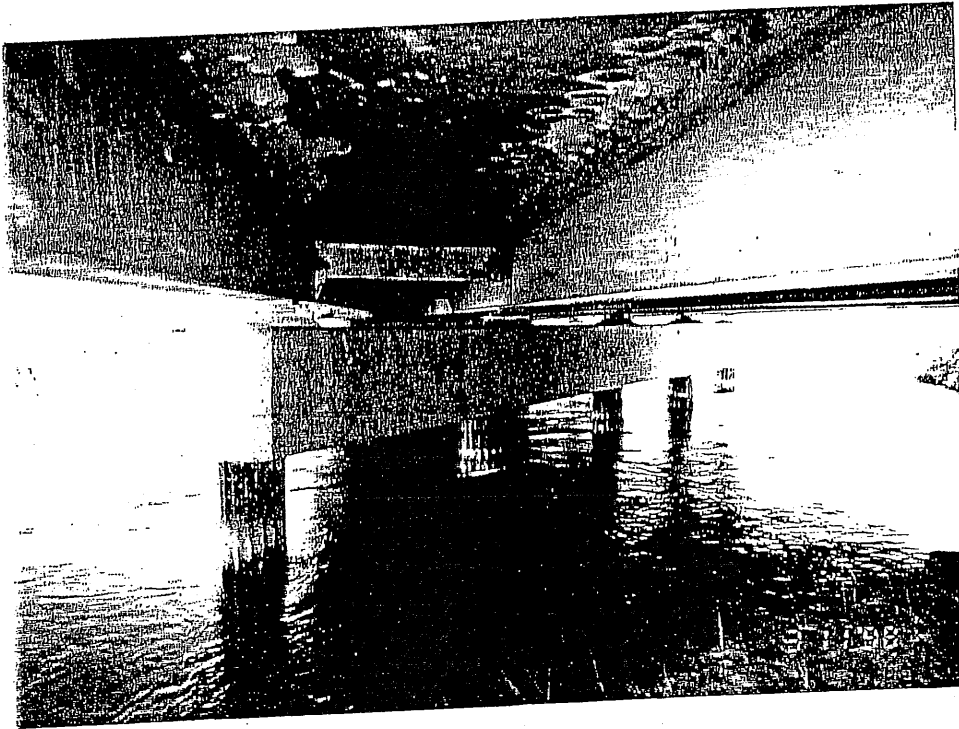
200-6-18 Railing at east side of bridge



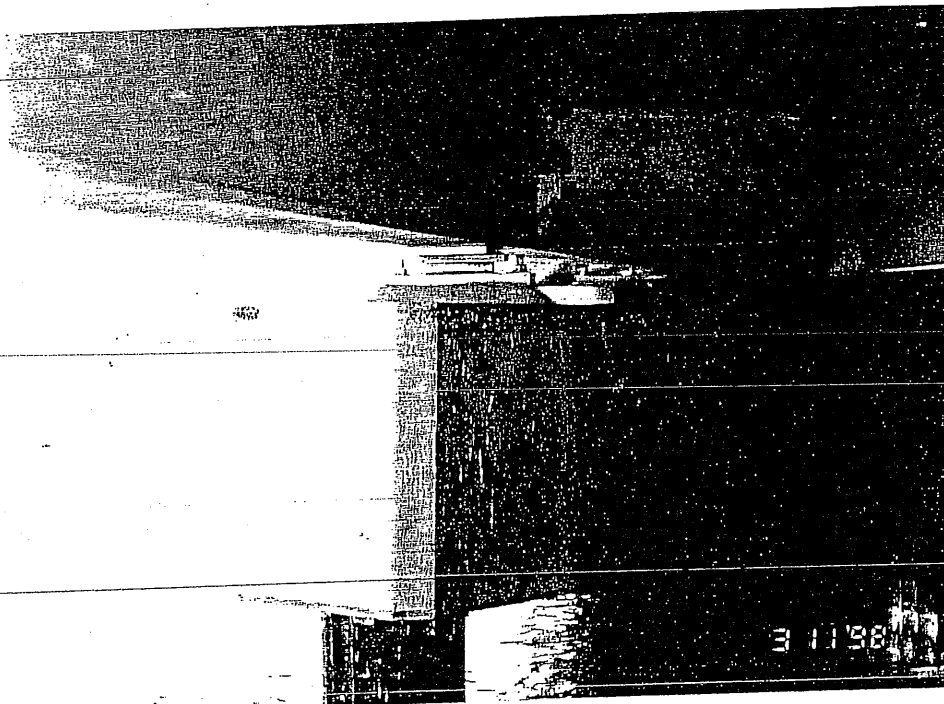
200-6-19 South abutment AC overlay cracks



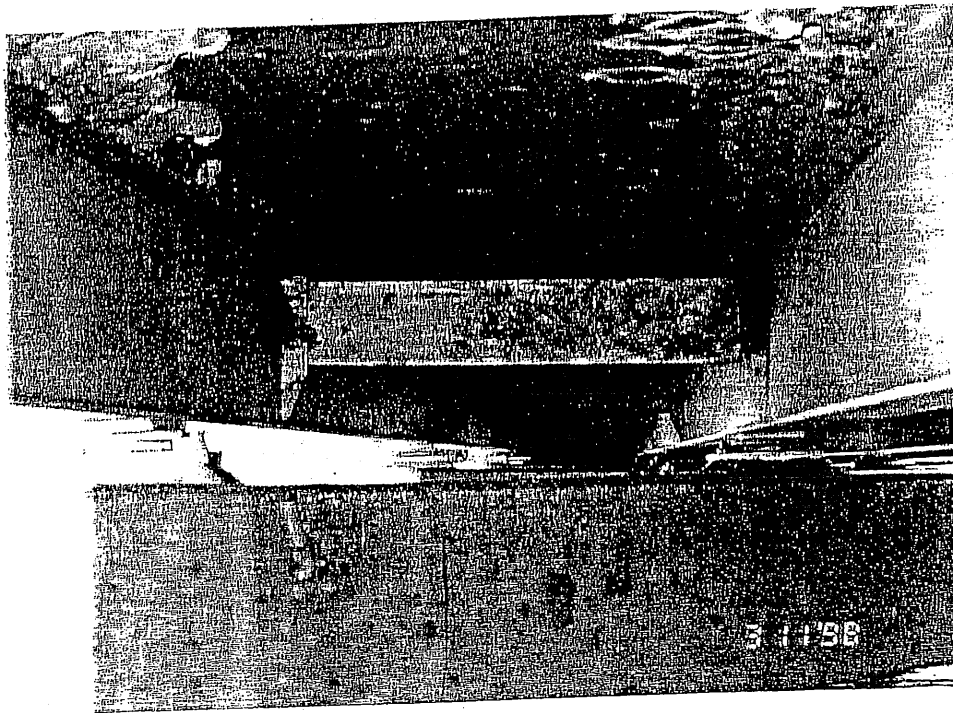
200-6-20 South abutment AC overlay cracks



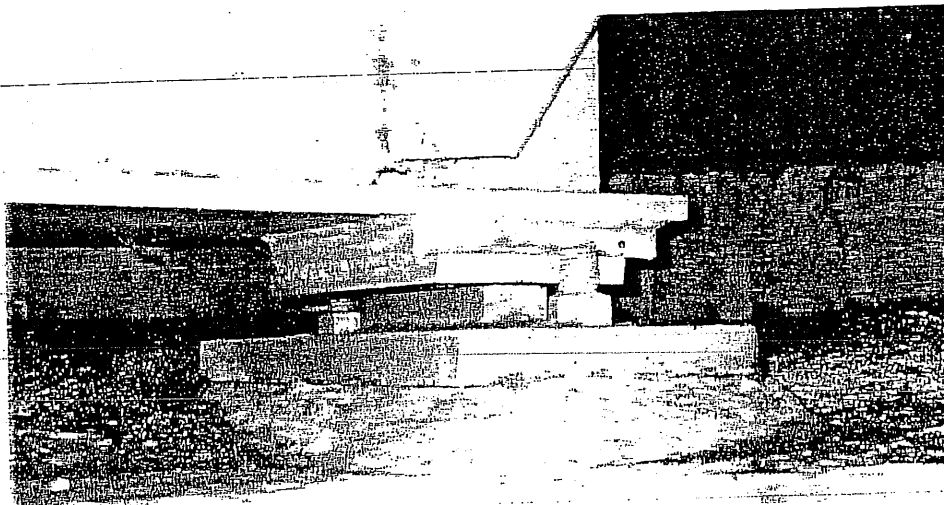
200-6-21 Inter. Diaphragm at Bent 4



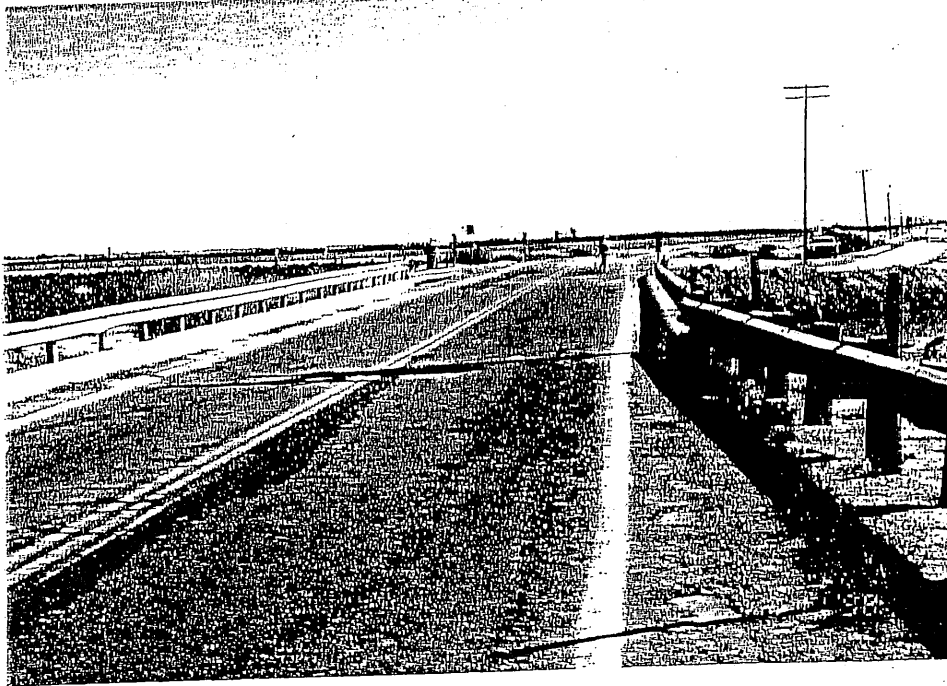
200-6-22 Bearing at Bent 4



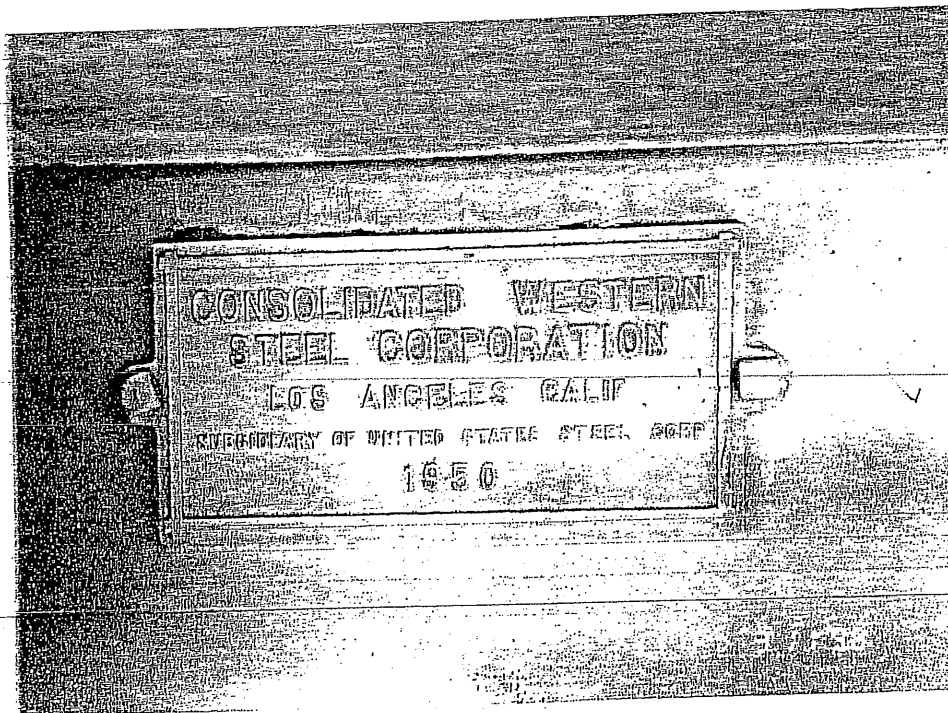
200-6-23 Inter. Diaphragm at Bent 4



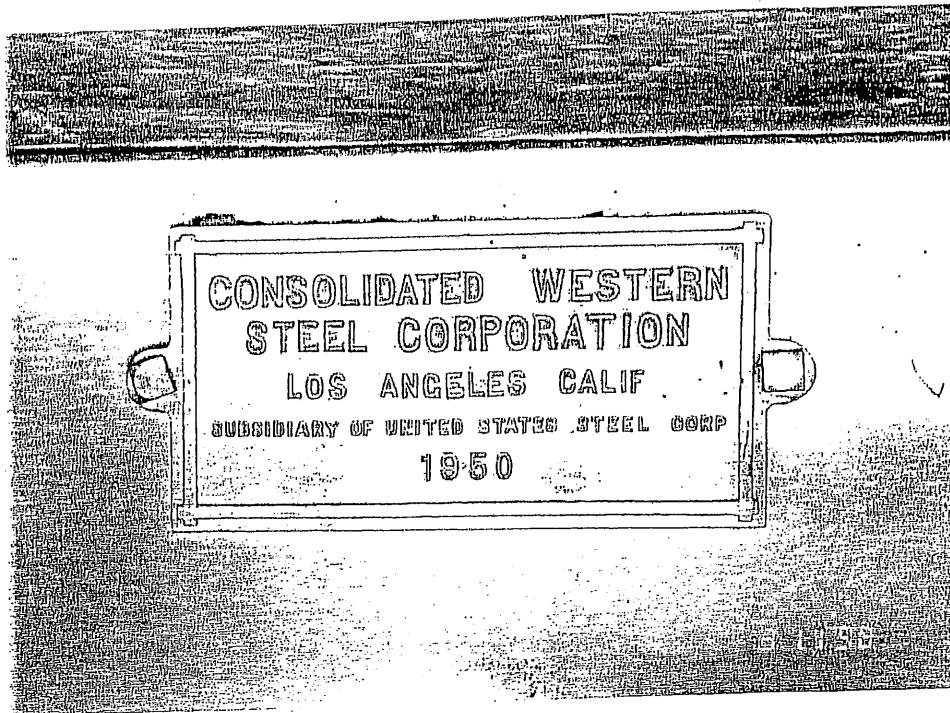
200-6-24 Bearing at Abutment 5



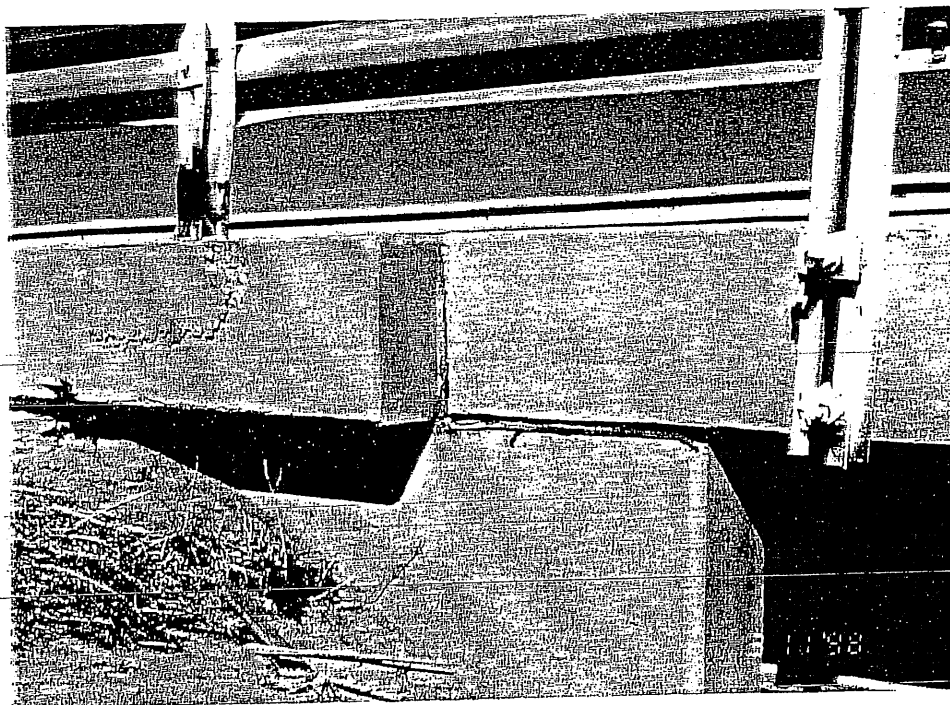
200-6-25 General view from north side



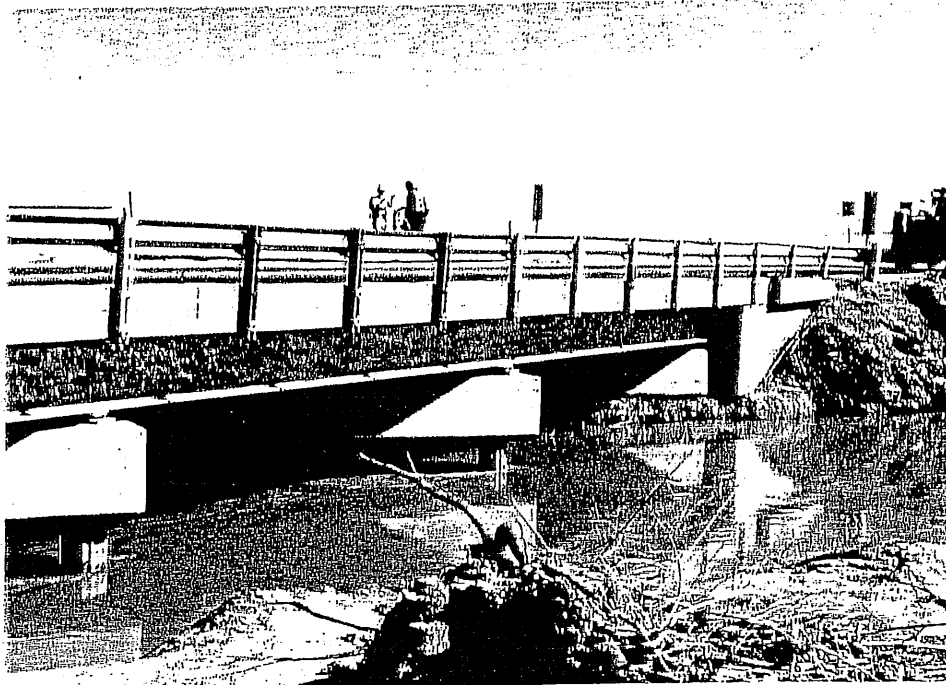
200-6-26 Steel girder



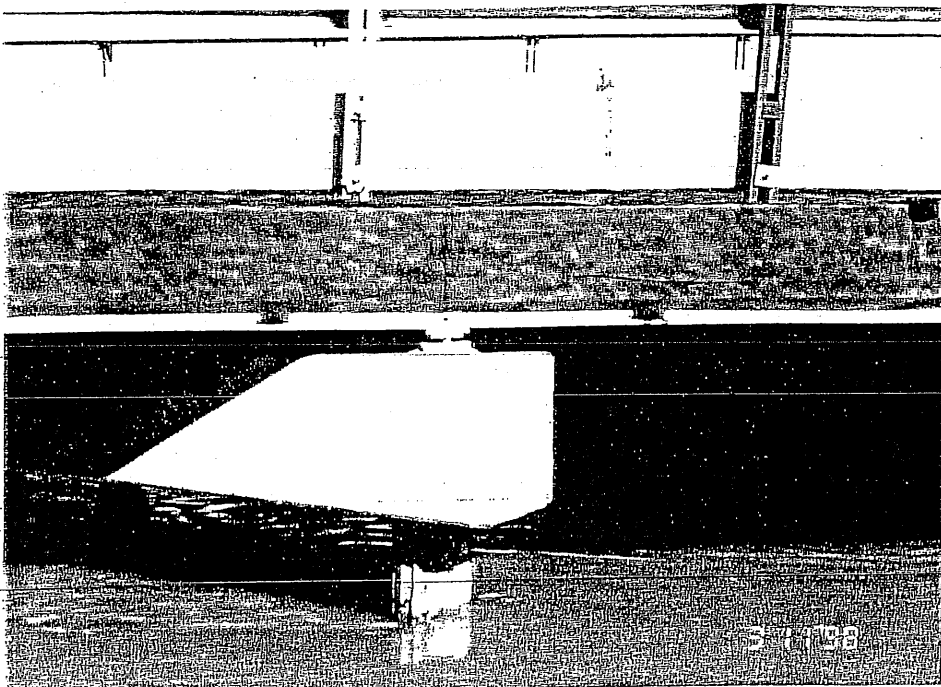
200-6-27 Steel girder



200-6-28 Wing wall at Abutment 5

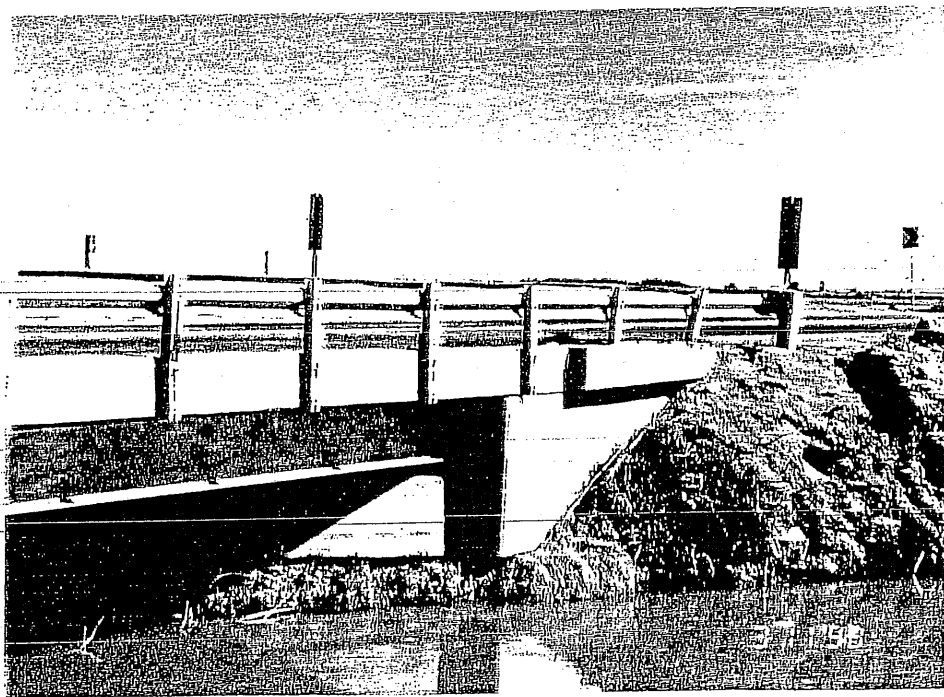
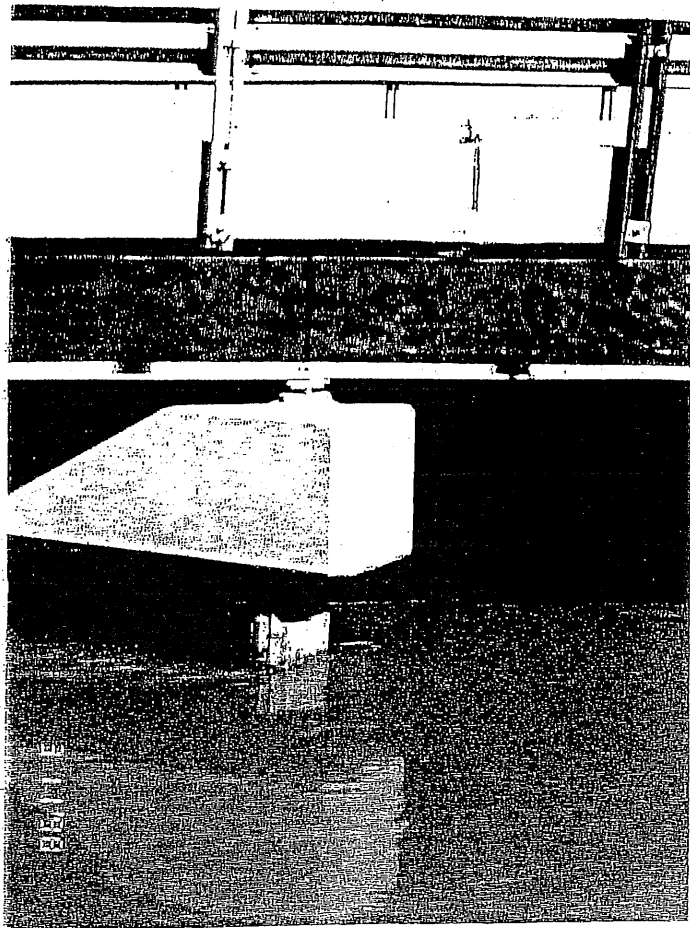


200-6-29 West side of bridge



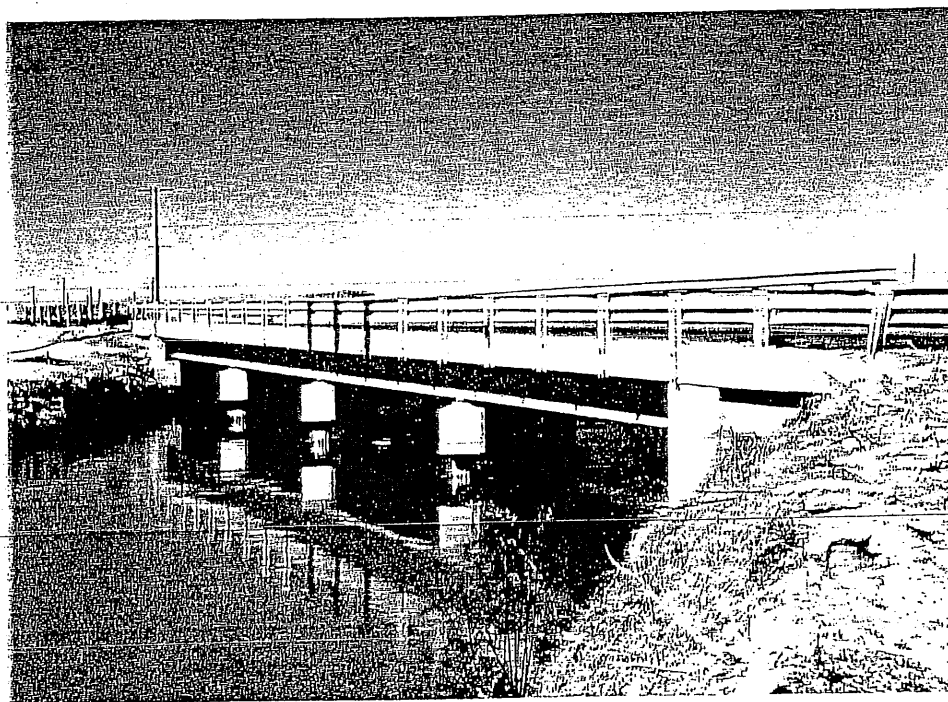
200-6-30 Girder weld splice at Bent 3

200-6-31 Girder weld splice at Bent 3



200-6-32 Abutment 1

200-6-33 AT&T cable post



200-6-34 West side of bridge



200-6-35 Power line and post



200-6-36 AT&T cable post sign

EXHIBIT 6-A HBRRP APPLICATION/SCOPE DEFINITION FORM

See Section 6.6, Chapter 6 of the LAPG for information about this form.

This form shall replace Exhibit 7-D, “Major Structure Data”, from Chapter 7, “Field Review”, of the LAPM. Wherever the LAPM requires Exhibit 7-D for other programs, Exhibit 6-A may be substituted. Bridge projects funded entirely through other programs should continue to use Exhibit 7-D.

(One bridge per application, separate applications are required for multiple bridges at same location. Multiple bridges may be combined into one federal aid project later.)

State Bridge No.	<u>58C-014</u>	Local Bridge No.	<u>58C-014</u>
Project Number	<u>(BRLSZD-5958(020))</u> (Caltrans to provide project number for new projects)		
Responsible Agency	<u>Imperial County</u>		
Caltrans District	<u>11</u>		
County	<u>Imperial</u>		
Project Manager	<u>Frank Fiorenza</u>		
Title	<u>Deputy Director of Public Works- Engineering</u>		
Phone	<u>(760) 482-4462</u>	Fax	<u>(760) 352-1272</u>
E Mail	<u>frankfiorenza@imperialcounty.net</u>		
Project Location	<u>3.8 miles south of Cady Road</u>		
Project Limits	<u>Forrester Rd at Westside Main Canal and bridge road approaches necessary to match existing County road.</u>		
Type of Work	<u>Bridge Replacement on Current Alignment</u>		
Work Description	<u>Existing bridge to be replaced with a new bridge approximately 140 ft long and 40 feet wide designed to current seismic and geometric standards. The existing road alignment will remain the same, with minor road work for 200 ft, at bridge approaches to match existing width of County road. Portions of the existing IID delivery canal located south of the existing bridge and running parallel to Forrester Rd will need to be undergrounded.</u>		

HBRRP Category:

☐ Rehabilitation	☐ Scour Countermeasure
☒ Replacement	☐ Replacement Due to Flood Control Project
☐ Painting	☐ New Bridge to Replace Ferry Service
☐ Bridge Railing/Approach Barrier Replacement	☐ Historic Bridge
☐ Low Water Crossing Replacement	☐ High Cost Bridge

- ☐ **Minimal Application:** Only questions 1, 2, 3, 4 cost data and signoff will be completed. Other information will be submitted at a later time after PE has been federally authorized to scope the project. See Section 6.6.2 “Minimum Application Requirements” for additional information.

The field review process enables the proper scoping of projects. Some field reviews are mandatory, most are optional. Field reviews are critically important to identify difficult environmental, Right of Way, and bridge type selection issues early in the project development phase. Please see Chapter 7 of the LAPM for further discussion.

1. Do you request that Caltrans initiate a field review? ☒ Yes ☐ No
2. Do you need help with consultant selection/oversight? ☐ Yes ☒ No
3. Do you need help with the federal process? ☒ Yes ☐ No
4. Caltrans engineers are available to provide an optional cursory review of the PS&E. The review looks at constructability, standard details and specifications, foundation/hydraulic design, and HBRRP funding eligibility. Do you request Caltrans perform a cursory PS&E review for this project? (If yes, please also request a field review.) ☒ Yes ☐ No

Federal Congressional District(s) 51st

State Senate District(s) 37th

State Assembly District(s) 80th

Preliminary Engineering by: ☒ Local Agency Staff ☒ Consultant ☐ Other

Design by: ☐ Local Agency Staff ☒ Consultant ☐ Other

Foundation Investigation by: ☐ Local Agency Staff ☒ Consultant ☐ Other

Hydrology Study by: ☐ Local Agency Staff ☒ Consultant ☐ Other

Detour, stage construction, or closed road? Forrester Road will be closed for approximately 120 days.

Length of detour: Road to remain closed during new bridge construction. Detour for bridge construction to be approximately 20 miles for 120 day period of time

Resident Engineer for Bridge Work: ☐ Local Agency Staff ☒ Consultant ☐ Other

For painting & scour scopes of work, skip this page.

**NBI data is from the Bridge Inspection Report (SI&A sheet)
Contact the DLAE/SLA for assistance, if needed.**

Date Constructed (NBI Item 27): 1950 Historical Bridge Category (NBI Item 37) 5

Structure Data	Existing	Proposed	Minimum AASHTO Standards
Structure type	Four span continuous RC deck on simply supported steel stringer	To be Determined (2 span precast box beam with concrete deck assumed)	
Structure length (specify units)	118'	± 140'	
Spans (No. and length)	4 span: 2 @ 27.2' 26.5', 28'	2'	
Curb to Curb width (See NBI Item 51 definition)	21.91'	40'+	
Number of lanes	2	2	
Lane widths	12.79'	12'	
Shoulder widths	<u>0</u> Lt <u>0</u> Rt	<u>8</u> ' Lt <u>8</u> ' Rt	
Bike lanes (identify only if <u>not</u> included in the shoulder dimensions)	<u>0</u> Lt <u>0</u> Rt	<u>0</u> Lt <u>0</u> Rt	
Sidewalks/separated bikeways	<u>0</u> Lt <u>0</u> Rt	<u>0</u> Lt <u>0</u> Rt	
Approach roadway width (traveled way + paved shoulders, tapered approaches should be measured at the touchdown points not the abutments)	25.91'	40'/30' *	
Approach road length (from each abutment)	<u>229.6'</u> abt1 <u>229.6'</u> abt2	<u>200'±</u> abt1 <u>200±</u> <u>200'±</u> abt2	
Total bridge deck width	27.88'	40'+	

- * Through lanes at bridge approaches will be 40' wide for 200' at each abutment, then tapering to match existing County road standard at 30' width.

**Summary of Major Deficiencies of Existing Bridge (See Section 6.12 for information)
(Contact the DLAE/SLA for assistance, if needed)**

Data is from SI&A Sheet (Last page of Bridge Inspection Report)

SD = Structurally Deficient
FO = Functionally Obsolete
Blank = Not SD or FO
NG = Not Good (Deficiency)

Sufficiency Rating (SR) = 49 Status = ☒ SD ☐ FO ☐ Blank

Description of Data Item	NBI Data Item	Deficient Criteria	Results	What are the Deficiencies?
Deck	Item 58= <u>4</u>	<= 4 is problem	☐ OK ☒ NG-SD	Concrete deck exhibits moderate cracks in size and density; small spalls and cracks scattered throughout deck
Superstructure	Item 59= <u>6</u>	<= 4 is problem	☒ OK ☐ NG-SD	
Substructures	Item 60= <u>7</u>	<= 4 is problem	☒ OK ☐ NG-SD	
[Item 62 applies only if the last digits of Item 43 are coded 19.]				
Culvert and Retaining Walls	Item 62= <u>n/a</u>	<= 4 is problem	☐ OK ☐ NG-SD	
Structural Condition	Item 67= <u>5</u>	<= 3 is problem	☐ OK ☒ NG-SD	Bridge report dated October 19, 2007 identifies bridge as structurally deficient.
[Item 71 applies only if the last digit of Item 42 is coded 0, 5, 6, 7, 8, or 9.]				
Waterway Adequacy	Item 71= <u>9</u>	<= 3 is problem	☒ OK ☐ NG-SD	
Deck Geometry	Item 68= <u>3</u>	<= 3 is problem	☒ OK ☐ NG-SD	Concrete deck exhibits moderate cracks in size and density; small spalls and cracks scattered throughout deck

Description of Data Item	NBI Data Item	Deficient Criteria	Results	What are the Deficiencies?
[Item 69 applies only if the last digit of Item 42 is coded 0, 1, 2, 4, 6, 7, or 8.]				
Under-clearances	Item 69= <u>n/a</u>	<= 3 is problem	☐ OK ☐ NG-SD	N/A
Approach Roadway Alignment	Item 72= <u>8</u>	<= 3 is problem	☒ OK ☐ NG-SD	
Scour Critically	Item 113= <u>5</u>	<= 3 is problem	☒ OK ☐ NG-SD	
Bridge Railing	Item 36A= <u>0</u>	= 0 Review	☐ OK ☒ NG-SD	Bridge railing is in poor condition
Guardrail Transition, Approaches, Guardrail Ends	Item 36B= <u>0</u> Item 36C= <u>0</u> Item 36D= <u>0</u>	= 0 Review	☐ OK ☒ NG-SD	Does not meet current standards.
Other deficiencies not identified in Bridge Inspection Report	Discuss in detail, attach additional pages and photographs as needed to justify HBRRP funds to correct problem: See attached letter dated February 26, 2007.			

5. If this application is for rehabilitation or replacement scope, will all deficiencies be resolved by the project? If no, please discuss below or attach discussion on separate pages to application.

☒ Yes ☐ No ☐ Not Applicable

The existing bridge has been found to be structurally deficient (see attached Bridge Report dated October 9, 2007). The bridge is functionally obsolete with regards to its width. The existing bridge is only 28.5' wide, and there is not adequate sight distance and vertical and horizontal alignment geometry to meet current standards. Additionally, the existing bridge lacks any adequate lateral load carrying system capable of resisting earthquake loads. The construction of a new bridge will eliminate any existing deficiencies. The new bridge will be designed to current seismic and geometric standards. The new bridge will be located in its current location, and along the existing road alignment. The new bridge will improve significantly the safety of the traveling public on this heavily truck-traveled road.

6. Discuss any special conditions or proposed design exceptions:

The existing road alignment will remain the same, with minor road work for ± 200 ft. at bridge approaches to match existing width of County roads. The 200 ft. is within the distance normally approved for federal programs.

7. Identify and justify "betterments" that are HBRRP participating but are not related to the major deficiencies. Attach additional pages as needed

Portions of the existing delivery canal located on the west side of Forrester Road will need to be undergrounded (± 200 ft.).

8. Refer to Exhibit 6-B. Identify and justify specific items requiring Caltrans funding approval. Attach additional pages as needed.

Current SR=49.0 $\geq$ 50. On December 12., 2007, a telephone conference with Caltrans' staff was held. As a result of this telephone conference, Caltrans requested to submit Exhibit 6A as a bridge replacement on the existing alignment, due to the bridge sufficient rating going from 63 to 49.

9. Other Comments: (identify non-HBRRP participating work)

None

Estimated Construction Costs:**Exclude Contingencies, Supplementary Work, and Construction Engineering**

	HBRRP Participating	NOT HBRRP Participating*
Construct Bridge	2,800,000	
Bridge Removal	75,000	
Slope Protection	45,000	
Channel Work	40,000	
Detour – Stage Construction	25,000	
Approach Roadway	200,000	
Utility Relocation	140,000	
Mobilization	229,735	
Total	3,554,735	

Total Cost 3,554,735

*Items that are not HBRRP participating could be participating through other federal programs. See the LAPG for other eligibility requirements of other programs. Local agencies that are unsure which project costs are HBRP participating should contact the DLAE/SLA for resolution.

Note that the total of the HBRRP participating costs should carry over into the construction line (direct costs) on the next page.

Summary of HBRRP Participating Costs

Please indicate the HBRRP total participating (eligible for reimbursement) costs for this project. Based on the amounts below and the federal reimbursement rate, Caltrans will program (reserve) the HBRRP funds needed for this project. Other federal funds (RSTP, TEA, etc.) needed for this project should be shown in the Field Review form Exhibit 7-B from Chapter 7 of the LAPM.

Target dates represent a commitment by the local agency when the project will need HBRRP funding. Failure to meet target dates may cause funds to be reprogrammed to other projects by other local agencies. The reprogramming of HBRRP funds is at the discretion of Caltrans.

- PE = Preliminary Engineering (Total not to exceed the greater of \$75 K or 25% of CON and consultant contract management and quality assurance not to exceed 15% of consultant costs).
R/W = Right of Way.
CE = Construction Engineering (Not to exceed 15% of CON)
CON = Construction
Cont = Contingency (including supplemental work) not to exceed 25% (preliminary estimate) nor 10% of CON for final design. \$5 K min.

Enter CE Rate:
Enter Contingency Rate:

	Direct Costs		Indirect Costs*		HBRRP Participating \$**	
PE	350,600.00	+	0	=	350,600.00	October 2008
R/W						
CON	3,554,735.00					
CE	533,210.00		0			
Cont	533,210.00					
Subtotal	4,621,155.00	0		=	4,621,155.00	October 2009
Total Participating Cost					4,971,155.00	
Enter Fed. Match Rate:	80%	HBRRP Requested			3,976,924.00	

*See Chapter 5, "Accounting/Invoices", of the LAPM for approval of indirect costs.

**Participating costs exclude ineligible work items. Please review the HBRR Program Guidelines for reimbursable scopes of work and program cost limits. Other federal funds will be shown in the Field Review Form, Exhibit 7-B, Chapter 7, "Field Review", of the LAPM.

Caltrans, please notify this agency to confirm this project has been programmed in the HBRRP Multi-Year Plan. I understand that reimbursable work shall not commence until a request for authorization (E76) has been processed by Caltrans and a notice to proceed has been received by this agency.

I certify that this project is in compliance with Chapter 6 (HBRRP) of the *Local Assistance Program Guidelines*. I understand that changes to the project scope/cost/schedule impacting the information in Exhibit 6-A and Exhibit 6-B require the processing of Exhibit 6-D (HBRRP Scope/Cost/Schedule Change Request).

Two (2) copies plus one original of this application (with attachments) will be included in the transmittal package to the DLAE.

Frank Fiorenza, Deputy Director of Public Works - Engineering
Local Agency Project Manager

Date

Attachments:

- 1) Exhibit 6-B, LAPG, HBRRP Special Cost Approval Checklist
- 2) Bridge Inspection Report with SI&A Sheet
- 3) Sketch of General Plan or marked up as-built
- 4) Sketch of typical section
- 5) Photographs: 4 corners looking at the bridge & 2 elevation views, & views of each approach, for a total of 8 photographs (minimum).
- 6) Exhibit 7-B, Field Review Form, Chapter 7, LAPM
- 7) Exhibit 7-C, Roadway Data Sheet, Chapter 7, LAPM
- 8) Exhibit 6-C, PIN for Barrier Rail Replacement Projects (include only if applying for Bridge Railing Replacement funds.)
- 9) Other: _____
- 10) Request for Authorization is included in this application package for expedited processing? ☐ Yes ☒ No

Thank you for assembling the application package. Please send this package to your District Local Assistance Engineer to start the programming process. Please email your suggestions to improve this form to eric.bost@dot.ca.gov or Shannon.mlcoch@dot.ca.gov.

For Caltrans use only:

I have reviewed this application for completeness and have forwarded copies to the Office of Program Management and SLA.

- ☐ I recommend approval. (Attach comments as needed.)
- ☐ I do not recommend approval for the following reasons: See attached memo/email to the Office of Program Management.
- ☐ I request SLA review of this application for the following reasons: (Attach memo/email justifying increased Caltrans oversight.)

DLAE or authorized staff

Date

EXHIBIT 6-B HBRRP SPECIAL COST APPROVAL CHECKLIST

The purpose of this form is to help local agencies identify project costs that require Caltrans funding approval. Local agencies are responsible for contacting the DLAE to resolve any items requiring Caltrans review. This form is not a substitute for reading Chapter 6 of the LAPG or the LAPM. Local agencies are still financially accountable for meeting all the requirements of the LAPG and the LAPM.

Project Number BRLSZD – 5958 (020)

State Bridge No. 58C-014 (One bridge per application) Local Bridge No. 58C-014

Project Location 3.8 miles south of Cady Road

Chapter 6 LAPG Section #'s	Topic	Status
6.2.1 – Rehab 6.2.2 – Replace	Adding Additional Lanes (including turn lanes)	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☐ MPO has Approved Scope in FSTIP ☒ Not Applicable
6.2.1 – Rehab	Scope is Bridge Replacement, but SR > 50	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.2.4 – Rail	No bridge railing work to be done, but other safety work related to bridge is needed.	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.2.4 – Rail (applies to all scopes of work)	New sidewalks to be installed where none existed before. Please identify as “betterment” in Exhibit 6-A.	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.2.4 – Rail	New electroliers to be installed where none existed before. Please identify at “betterment” in Exhibit 6-A.	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.2.1 – Rehab 6.2.2 – Replace 6.2.10 – Historic 6.3 – Standards	Rehabilitation/Replacement will not address all major bridge deficiencies	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.5.11 – Replace	“Replaced” bridges to remain in place. Applies to work beyond specified examples in Section 6.5.12	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable

Chapter 6 LAPG Section #'s	Topic	Status
6.4.2	Approach roadwork exceeding guidelines	☒ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☐ Not Applicable
6.4.3	PE costs exceeding guidelines	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.4.4	Contingency exceeding guidelines	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.4.5	CE costs exceeding guidelines	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.5.3	10 Year Rule – Major (Re)Construction	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.5.4	10 Year Rule – PE Authorization	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.5.7	Unusual Architectural Treatments	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable
6.7.1 6.7.4	Scope/Cost/Schedule Changes	☒ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☐ Not Applicable
6.7.5	Construction Change Orders (CCOs) that Exceed Contingency	☐ Requires Caltrans Approval ☐ Caltrans has Approved Costs ☒ Not Applicable

I certify that I have reviewed this project against the requirements of Chapter 6 of the LAPG and have filled out this checklist accordingly.

Frank Fiorenza, P.E., Deputy Director of Public Works - Engineering
Local Agency Project Manager

Date

FIELD REVIEW FORM

Local Agency Imperial County Field Review Date May 30, 2007
 Project Number _____ Locator 11-IMP-0-CR
 (Dst/Co/Rte/PM/Agency)
 Project Name Forrester Rd @ Westside Main Canal Bridge No.(s) 58C-014

1. PROJECT LIMITS (see attached list for various locations) On Forrester Road at Westside Main Canal
in Imperial County

Net Length _____ (mile)

2. WORK DESCRIPTION Replacement of Forrester Rd. Bridge at Westside Main Canal

ITS project or element: Yes _____ No X If yes, is it a Major ITS _____ or a Minor ITS _____

3. PROGRAMMING DATA FTIP (MPO/RTPA) _____ FY _____ Page _____

Amendment No. _____ FTIP PPNO _____ FHWA/FTA Approval Date _____

Federal Funds \$ _____ Phases PE X R/W _____ Const: _____

Air Basin: _____ (CMAQ only)

4. FUNCTIONAL CLASSIFICATION:

URBAN _____

RURAL X

Principal Arterial: _____

Principal Arterial: X

Minor Arterial: _____

Minor Arterial: _____

Collector: _____

Major Collector: _____

Local: _____

Minor Collector: _____

Rural Local: _____

5. STEWARDSHIP CATEGORY

FWHA Full Oversight (Stewardship): Yes _____ No X

State-Authorized (Stewardship): Yes _____ No X (a) DLAE oversight: Yes X No _____

(b) District Construction oversight Yes _____ No X

ITS project or element requiring FHWA oversight per stewardship: Yes _____ No X

6. CALTRANS ENCROACHMENT PERMIT Is it required? Yes _____ No X

7. COST ESTIMATE BREAKDOWN \$1,000's Fed. Participation
 (Including Structures)

PE Environmental Process 70 Yes X No _____

Design 280 Yes X No _____

System Manage/Integrator 0 Yes _____ No X

CONST Const. Contract 4,087.945 Yes X No _____

Const. Engineer 533.21 Yes X No _____

R/W Preliminary R/W Work 0 Yes _____ No X

Acquisition:

(No. of Parcels _____) Yes X No _____

(Easements _____) Yes _____ No _____

(Right of Entry _____) Yes _____ No _____

RAP (No. Families) _____ Yes _____ No _____

RAP (No. Bus. _____) Yes _____ No _____

Utilities (Exclude if Included in contract items) (Canal, Power) _____ Yes X No _____

TOTAL COST \$ 4,971.155

8. PROPOSED FUNDING

Grand Total		Total Cost	\$ 4,971,155	Cost Share	\$ 4,971,155
Federal Program #1		\$ 4,971,155	Fed.	\$ 3,976,924	Reimb. Ratio 80%
(Name/App. Code) #2		\$	Fed.	\$	Reimb. Ratio
Matching Funds Breakdown	Local:			\$ 994,151	20 %
	State:			\$	%
	Other:			\$	%
State Highway Funds?	Yes	Source	No	X	
State CMAQ/RSTP Match Eligible	Yes	No	X	Partial	
Is the Project Underfunded? (Fed \$ < Allowed Reimb.)	Yes	No	X		

9. PROJECT ADMINISTRATION

County will provide oversight

PE	Environ Process	Agency	Consultant	State
	Design		X	
	System Man./Integ.		X	
R/W	All Work		X	
CONST ENGR	Contract		X	
CONSTRUCTION	Contract		X	
MAINTENANCE		X		

Will Caltrans be requested to review PS&E? Yes X No

10. SCHEDULES: PROPOSED ADVERTISEMENT DATE FY 2008/2009

Other critical dates: _____

11. PROJECT MANAGER'S CONCURRENCE

Local Entity Imperial County Date: _____

Signature & Title _____

Frank Fiorenza, P.E. - Deputy Director of Public Works - Engineering

Is field review required? Yes X No

Caltrans (District): _____ Date: _____

Signature & Title _____

12. LIST OF ATTACHMENTS (Include all appropriate attachments if field review is required. See the "[]" notation for minimum required attachments for non-NHS projects)

X Field Review Attendance Roster of Contacts Roster

X Vicinity Map (Required for Construction Type Projects)

IF APPLICABLE (Complete as required depending on type of work involved)

X Roadway Data Sheets (Req'd for Roadway Projects)

Typical Roadway Geometric Section(s) (Req'd for Roadway Projects)

X Major Structure Data Sheet (Req'd for HBRR) Signal Warrants

Railroad Grade Crossing Data Sheet Collision Diagram

Airport Data Sheet (if within 10,000 ft) Protection of Wetlands Statement

X Sketch of Each Proposed Alternate Improvement CMAQ/RSTP State STIP Match

TE Application Document Systems Engineering Review Form

Existing federal, state, and local ADA deficiencies not included on other Attachments. (SERF) (Req'd for ITS Project)

A. MINUTES OF FIELD REVIEWS

[illegible][illegible]

Distribution: Original with attachments – Local Agency
Copy with attachments (2 copies if HBBR) – DLAE

ROADWAY DATA

1. TRAFFIC DATA

Current ADT 11,200 Year 2007 Future ADT 15,600 Year 2007 DHV 1560 Trucks 31 %
Terrain (Check One) X Flat Rolling Mountainous
Design Speed 65 mph
Proposed Speed Zone X Yes 55 mph No
(Existing 55 mph posted speed)

2. GEOMETRIC INFORMATION

ROADWAY SECTION

ROADWAY SECTION								
Facility	Year Constr.	Min. Curve Radius	Thru Traffic Lanes			Shoulders		Median Width
			No. of Lanes	Total Width	Type	Each Width Lt/Rt	Type	
Exist.	1950		2	26'	Paved	8'	Graded	0
Prop.	2009/2010		2	40'	Paved	8'	Graded	0
Min. Stds. selected: AASHTO _____ 3R <u> X </u> Local _____			2	24'	Paved	4'	Paved	0
	N Contig. Sect.		2	* 40'/30'	Paved	8'	Graded	0
	S Contig. Sect.		2	* 40'/30'	Paved	8'	Graded	0

Remarks (If design standard exception is being sought, cite standard and explain fully how it varies):

Graded earth shoulders are proposed

* Through lanes at bridge approach will be 40' wide for 200' each side, tapering to match existing County road standard at 30' width.

3. DEFICIENCIES OF EXISTING FACILITY (Mark appropriate one(s))

☐	Pavement Surface	☐	Drainage
☐	Alignment	☒	Bridge
☐	Crossfall	☐	Safety (Attach collision diagram or other documentation
☐	Pavement Structure	☐	Federal Americans w/ Disabilities Act (ADA), State or Local
			accessibility requirements
			Other (describe below)

Remarks Bridge has been found to be seismically deficient and has insufficient width to accommodate
current high truck volumes.

4. TRAFFIC SIGNALS	Yes	New (attach warrants)	Modified	X	No
--------------------	-----	-----------------------	----------	---	----

5. MAJOR STRUCTURES	Structure No.(s)	58C-014	(attach structure data sheet)
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6. OTHER TRANSPORTATION FACILITIES (Name)

<u>X</u>	None	
—	Railroad	(attach railroad data sheet)
—	Airports	(attach airport data sheet)
—	Transit	
—	Bicycle	

Utilities (mark appropriate one(s)) X Telephone X Electrical Gas
 Water X Irrigation
 X Other Sanitary

Portion of IID delivery canal located south of existing bridge will need to be undergrounded.

Underground AT&T fiber optic may be affected

Remarks:

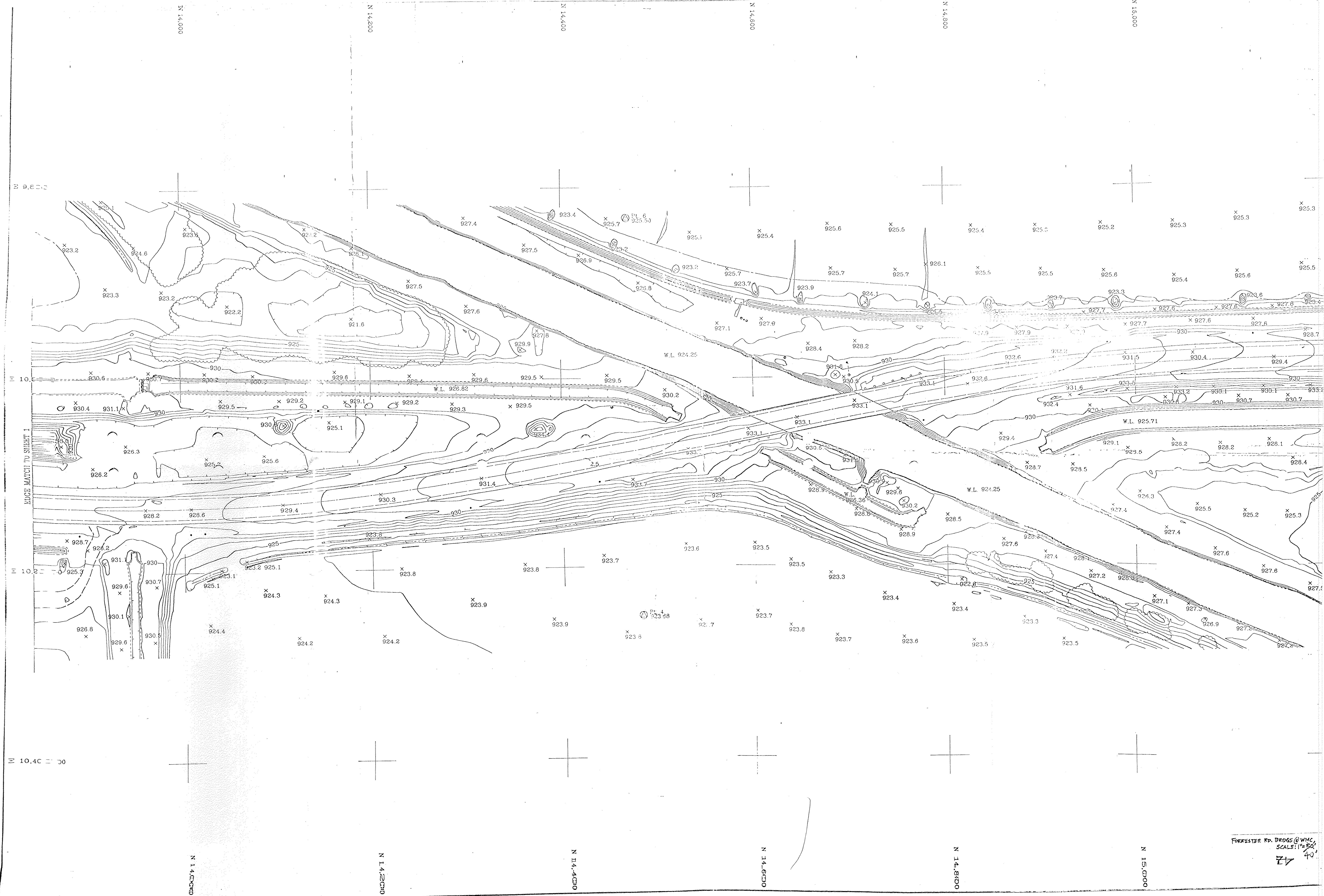
FIELD REVIEW ATTENDANCE ROSTER

Date _____ Project No./Name _____

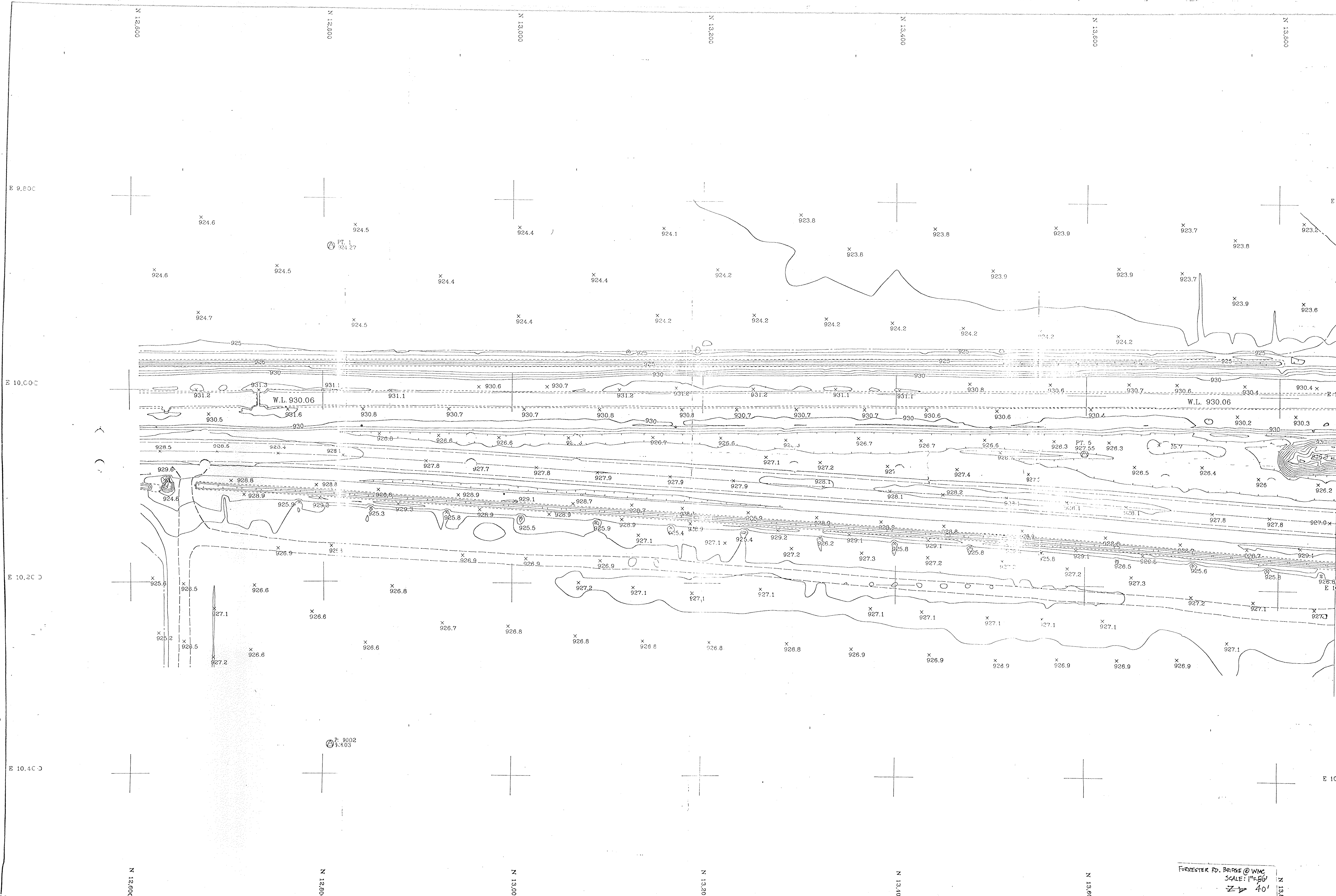
Project Location _____

Name _____ (Please Print)	(Organization) _____ (Phone Number) _____
------------------------------	--

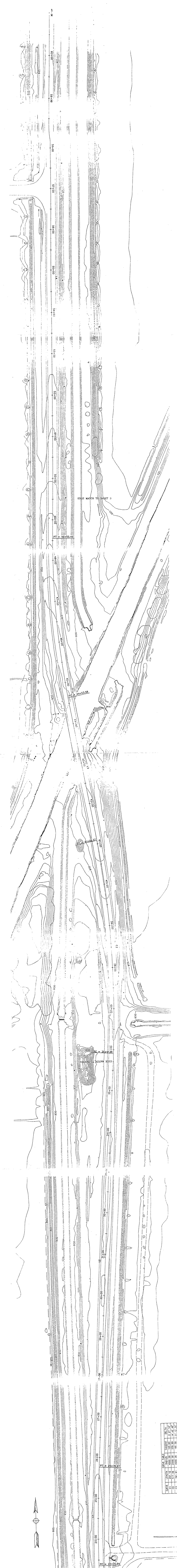
- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |
| 12. _____ | _____ |
| 13. _____ | _____ |
| 14. _____ | _____ |
| 15. _____ | _____ |
| 16. _____ | _____ |
| 17. _____ | _____ |
| 18. _____ | _____ |
| 19. _____ | _____ |
| 20. _____ | _____ |



FORESTER RD. BRIDGE @ WMC,
SCALE: 1"=50'
40'



FORESTER RD. BRIDGE @ WMC
SCALE: 1"=50'
N 40'



Station	Width	Notes
0+00	10'	START OF PROJECT
0+10	10'	10' WIDE
0+20	20'	20' WIDE
0+30	30'	30' WIDE
0+40	40'	40' WIDE
0+50	50'	50' WIDE
0+60	60'	60' WIDE
0+70	70'	70' WIDE
0+80	80'	80' WIDE
0+90	90'	90' WIDE
1+00	100'	100' WIDE
1+10	110'	110' WIDE
1+20	120'	120' WIDE
1+30	130'	130' WIDE
1+40	140'	140' WIDE
1+50	150'	150' WIDE
1+60	160'	160' WIDE
1+70	170'	170' WIDE
1+80	180'	180' WIDE
1+90	190'	190' WIDE
2+00	200'	200' WIDE
2+10	210'	210' WIDE
2+20	220'	220' WIDE
2+30	230'	230' WIDE
2+40	240'	240' WIDE
2+50	250'	250' WIDE
2+60	260'	260' WIDE
2+70	270'	270' WIDE
2+80	280'	280' WIDE
2+90	290'	290' WIDE
3+00	300'	300' WIDE
3+10	310'	310' WIDE
3+20	320'	320' WIDE
3+30	330'	330' WIDE
3+40	340'	340' WIDE
3+50	350'	350' WIDE
3+60	360'	360' WIDE
3+70	370'	370' WIDE
3+80	380'	380' WIDE
3+90	390'	390' WIDE
4+00	400'	400' WIDE
4+10	410'	410' WIDE
4+20	420'	420' WIDE
4+30	430'	430' WIDE
4+40	440'	440' WIDE
4+50	450'	450' WIDE
4+60	460'	460' WIDE
4+70	470'	470' WIDE
4+80	480'	480' WIDE
4+90	490'	490' WIDE
5+00	500'	500' WIDE
5+10	510'	510' WIDE
5+20	520'	520' WIDE
5+30	530'	530' WIDE
5+40	540'	540' WIDE
5+50	550'	550' WIDE
5+60	560'	560' WIDE
5+70	570'	570' WIDE
5+80	580'	580' WIDE
5+90	590'	590' WIDE
6+00	600'	600' WIDE
6+10	610'	610' WIDE
6+20	620'	620' WIDE
6+30	630'	630' WIDE
6+40	640'	640' WIDE
6+50	650'	650' WIDE
6+60	660'	660' WIDE
6+70	670'	670' WIDE
6+80	680'	680' WIDE
6+90	690'	690' WIDE
7+00	700'	700' WIDE
7+10	710'	710' WIDE
7+20	720'	720' WIDE
7+30	730'	730' WIDE
7+40	740'	740' WIDE
7+50	750'	750' WIDE
7+60	760'	760' WIDE
7+70	770'	770' WIDE
7+80	780'	780' WIDE
7+90	790'	790' WIDE
8+00	800'	800' WIDE
8+10	810'	810' WIDE
8+20	820'	820' WIDE
8+30	830'	830' WIDE
8+40	840'	840' WIDE
8+50	850'	850' WIDE
8+60	860'	860' WIDE
8+70	870'	870' WIDE
8+80	880'	880' WIDE
8+90	890'	890' WIDE
9+00	900'	900' WIDE
9+10	910'	910' WIDE
9+20	920'	920' WIDE
9+30	930'	930' WIDE
9+40	940'	940' WIDE
9+50	950'	950' WIDE
9+60	960'	960' WIDE
9+70	970'	970' WIDE
9+80	980'	980' WIDE
9+90	990'	990' WIDE
10+00	1000'	1000' WIDE

Station	Prop. Elev.	Exist. Elev.	Grade
24+00	928.50	928.49	0.01
25+00	928.30	928.51	-0.21
26+00	927.90	928.54	-0.64
27+00	927.70	928.71	-1.01
28+00	927.80	928.79	-0.99
29+00	927.90	928.89	-0.99
30+00	927.90	929.00	-1.10
31+00	927.90	929.12	-1.22
32+00	927.90	929.26	-1.36
33+00	928.00	929.41	-1.41
34+00	928.00	929.57	-1.57
35+00	928.00	929.75	-1.75
36+00	928.20	929.94	-1.74
37+00	928.10	930.14	-2.04
38+00	928.10	930.36	-2.26
39+00	928.10	930.58	-2.48
40+00	928.10	930.83	-2.73
41+00	928.00	931.08	-3.08
42+00	927.80	931.32	-3.52
43+00	927.80	931.55	-3.75
44+00	927.90	931.77	-3.87
45+00	928.00	931.97	-3.97
46+00	928.10	932.15	-4.05
47+00	928.10	932.32	-4.22
48+00	928.60	932.46	-3.86
49+00	928.30	932.60	-4.30
50+00	929.90	932.71	-2.81
51+00	930.20	932.81	-2.61
52+00	930.70	932.90	-2.20
53+00	931.20	932.96	-1.76
54+00	931.80	933.01	-1.21
55+00	932.10	933.05	-0.95
56+00	932.50	933.07	-0.57
57+00	932.80	933.07	-0.27
58+00	933.00	933.05	0.05
59+00	933.10	933.02	0.08
60+00	926.00	932.98	3.98
61+00	925.00	932.91	7.91
62+00	928.60	932.83	4.23
63+00	932.60	932.74	0.86
64+00	932.60	932.62	0.98
65+00	932.30	932.49	0.19
66+00	932.00	932.35	0.35
67+00	931.50	932.19	0.69
68+00	931.00	932.01	1.01
69+00	930.40	931.81	1.41
70+00	929.70	931.60	1.90
71+00	929.10	931.38	2.28
72+00	928.60	931.13	2.53
73+00	928.00	930.87	2.87
74+00	927.50	930.59	3.09
75+00	927.20	930.30	3.10
76+00	926.70	929.99	3.29
77+00	926.30	929.67	3.37
78+00	925.70	929.33	3.63
79+00	925.30	928.97	3.67
80+00	925.50	928.59	3.09
81+00	925.60	928.20	2.60
82+00	925.80	927.80	2.00
83+00	925.70	927.41	1.71
84+00	925.60	927.05	1.45
85+00	925.60	926.73	1.13
86+00	925.70	926.44	0.74
87+00	925.80	926.18	0.38
88+00	925.70	925.95	0.25
89+00	925.50	925.76	0.26
90+00	925.30	925.59	0.29
91+00	925.30	925.46	0.16
92+00	925.30	925.36	0.06
93+00	925.20	925.29	0.01

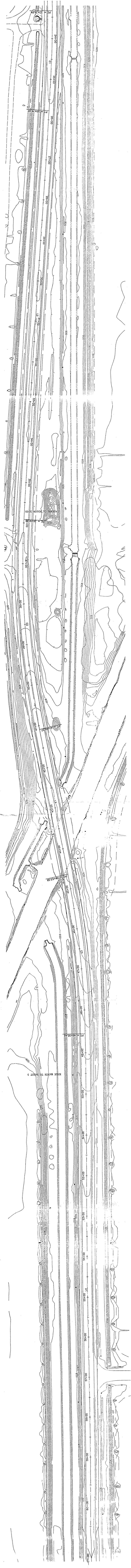
LOW POINT ELEV = 928.49
 LOW POINT STA = 24+12.49
 PVI STA = 25+50
 PVI ELEV = 928.50
 A.O. = 0.53
 K = 1677.21

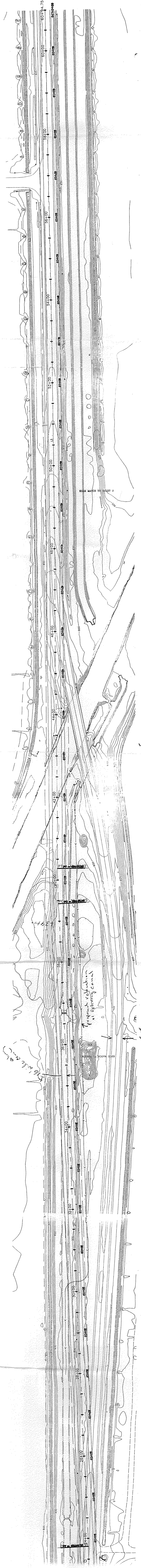
HIGH POINT ELEV = 933.07
 HIGH POINT STA = 41+40.4
 PVI STA = 45+50
 PVI ELEV = 933.16
 A.O. = -1.18
 K = 1057.18

PVI STA = 54+48.54
 PVI ELEV = 928.06
 A.O. = 0.76
 K = 768.09

EVCS: 60+46.54

1) has same road alignment
 except road centerline
 has been raised





DATE	BY	CHKD	APP'D
03/11/2009	W. J. BOYLE	W. J. BOYLE	W. J. BOYLE

DATE	BY	CHKD	APP'D
03/11/2009	W. J. BOYLE	W. J. BOYLE	W. J. BOYLE

LOW POINT ELEV = 222.74
HIGH POINT STA = 42+11.84
PA LSV = 222.74
PA LSV = 222.74
K = 7.0000
A = 100.00

LOW POINT ELEV = 222.74
HIGH POINT STA = 42+11.84
PA LSV = 222.74
PA LSV = 222.74
K = 7.0000
A = 100.00

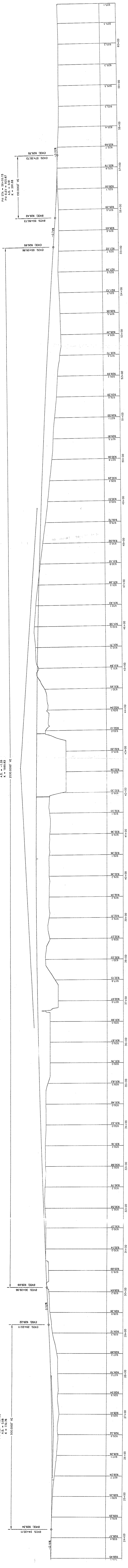




EXHIBIT D – SAMPLE REQUEST EVALUATION FORM

COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS

PROPOSAL EVALUATION FORM

For Feasibility Study and Implementation Plan for Seismic Retrofit and Rehabilitation
of Forrester Road Bridge at Westside Main Canal in Imperial County;
County Bridge No. 58C-0014

Prepared June 18, 2008 by: F. Fiorenza REVISED June 4, 2010 by: E. Delgado

DATE: _____

EVALUATOR: _____

RESPONDENT: _____

RATING POINTS:

5 = excellent

4 = good

3 = above average

2 = average

1 = below average

0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
A. Technical Approach	0.40				
• Responsiveness & Understanding of Work to be Done	(0.20)		_____		_____
• Experience with Similar Bridge Work	(0.20)		_____		_____
B. Project Management	0.25				
Organization and Quality of Staffing Based on Recent Bridge Experience	(0.25)		_____		_____
C. References	0.10		_____		_____
D. Demonstrated DBE Intent	0.05		_____		_____
E. Familiarity with State and Federal Procedures	0.20		_____		_____
			Total Score		_____

Comments:

EXHIBIT D

SAMPLE CONSULTING AGREEMENT

AND INSURANCE REQUIREMENTS

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into effective the _____ day of _____, 200_, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, by and through its County Executive Office ("COUNTY") and [business name], [business type] ("CONSULTANT") (individually, "Party;" collectively, "Parties").

WITNESSETH

WHEREAS, COUNTY plans on (Description of Project); and

WHEREAS COUNTY desires to retain a qualified individual, firm or business entity to provide professional services for [specify services] ("the Project") and sent out a Request for Proposals dated _____, marked Exhibit "1", attached hereto and by this reference thereto incorporated herein as though fully set forth; and

WHEREAS, CONSULTANT submitted its Proposal dated _____, marked Exhibit "2", attached hereto and by this reference thereto incorporated herein as though fully set forth; and

WHEREAS, CONSULTANT represents that it is qualified and experienced to perform the services; and

WHEREAS COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services for the Project on the terms and in the manner set forth herein;

NOW, THEREFORE, in consideration of their mutual covenants, COUNTY and CONSULTANT have and hereby agree to the following:

1. DEFINITIONS.

1.1 "Request for Proposal" shall mean that document that describes the project and project requirements to prospective bidders.

1.2. "Proposal" shall mean CONSULTANT's proposal for [project described by RFP] dated [date] submitted to [department]. The proposal and revised project timeline are attached hereto as Exhibit "2" and incorporated herein by this reference.

2. CONTRACT COORDINATION.

1 2.1. County Executive Officer shall be the representative of COUNTY for all purposes under
2 this Agreement. The County Executive Officer or his/her designated representative, is
3 hereby designated as the Contract Manager for COUNTY. He/She shall supervise the
4 progress and execution of this Agreement.

5 2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for
6 the progress and execution of this Agreement. [Consultant's designee] is hereby designated
7 as the Contract Manager for CONSULTANT. Should circumstances or conditions
8 subsequent to the execution of this Agreement require a substitute Contract Manager for any
9 reason, the Contract Manager designee shall be subject to the prior written acceptance and
10 approval of COUNTY's Contract Manager.

11 3. **DESCRIPTION OF WORK.**

12 CONSULTANT shall provide all materials and labor to perform this Agreement consistent
13 with the Proposal (Describe Proposal) as submitted and attached hereto as Exhibit 2. In the event of
14 a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the
15 Proposal and this Agreement shall take precedence over both.

16 4. **WORK TO BE PERFORMED BY CONSULTANT.**

17 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
18 and this Agreement.

19 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
20 performance of the obligations assumed by CONSULTANT hereunder.

21 4.3. CONSULTANT shall:

22 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
23 may be necessary and incidental to the due and lawful prosecution of the services to
24 be performed by CONSULTANT under this agreement;

25 4.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws,
26 ordinances, regulations, orders and decrees which may affect those engaged or
27 employed under this Agreement, any materials used in CONSULTANT's

performance under this Agreement or the conduct of the services under this Agreement;

4.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

4.3.4. Immediately report to COUNTY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of COUNTY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of COUNTY's Contract Manager.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that COUNTY has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and understands that COUNTY is relying upon such representation.

5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

5.2.1. CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from COUNTY's Contract Manager to do so.

5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who

1 will be performing any of the duties and obligations of CONSULTANT herein possess all
2 required licenses and authorities, as well as the experience and training, to perform such
3 tasks.

4 **5.5.** CONSULTANT represents and warrants that the allegations contained in the Proposal are
5 true and correct.

6 **5.6.** CONSULTANT understands that COUNTY considers the representations made herein to
7 be material and would not enter into this Agreement with CONSULTANT if such
8 representations were not made.

9 **5.7.** CONSULTANT understands and agrees not to discuss this Agreement or work
10 performed pursuant to this Agreement with anyone not a party to this Agreement without
11 the prior permission of COUNTY. CONSULTANT further agrees to immediately advise
12 COUNTY of any contacts or inquiries made by anyone not a party to this Agreement
13 with respect to work performed pursuant to this Agreement.

14 **5.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
15 diligence review of its files and advise COUNTY of any conflict or potential conflict
16 CONSULTANT may have with respect to the work requested.

17 **5.9.** CONSULTANT understands and agrees that in the course of performance of this
18 Agreement CONSULTANT may be provided with information or data considered by the
19 owner or the COUNTY to be confidential. COUNTY shall clearly identify such
20 information and/or data as confidential. CONSULTANT shall take all steps necessary to
21 maintain such confidentiality including but not limited to restricting the dissemination of
22 all material received to those required to have such data in order for CONSULTANT to
23 perform under this Agreement.

24 **5.10.** In the course of work to be performed in accordance with this Agreement and the
25 Proposal, should CONSULTANT believe that a conflict exists between this Agreement
26 and the Proposal, CONSULTANT shall notify COUNTY and both parties shall meet and
27 confer. In the absence of a contrary agreement, the terms and requirements of the
28

Agreement shall control. In any event the terms of this Agreement shall supersede the Proposal.

5.11. CONSULTANT represents that the personnel dedicated to this project as identified in CONSULTANT's Proposal, will be the people to perform the tasks identified herein. CONSULTANT will not substitute other personnel or engage any contractors to work on any tasks identified herein without prior written notice to COUNTY.

5.12. CONSULTANT represents that the people executing this Agreement on their behalf have the authority to sign this Agreement and bind it to the performance of all duties and obligations assumed herein.

5.13. CONSULTANT represents that the services provided herein shall be performed in a professional and lawful manner.

5.14. CONSULTANT represents and warrants that all reports, analyses or other documents developed under this AGREEMENT shall become the exclusive property of COUNTY and shall not be distributed by CONSULTANT without COUNTY'S written consent.

6. **TERM OF AGREEMENT.**

The term of this Agreement shall be effective from the date as agreed to or executed until _____ (Date of end of term of Agreement).

7. **COMPENSATION.**

7.1. The total compensation payable under this Agreement pursuant to the Description of Work as set forth above shall not exceed [written amount]([numerical amount]) unless otherwise previously agreed to by County in writing.

7.2. CONSULTANT's fees for Additional Services shall be billed on an hourly basis at CONSULTANT's current standard rates. The scope and cost of additional services must be agreed to in writing and be subject to the terms and conditions of this Agreement. Additional services or costs will not be paid without a prior written agreement between the parties or an amount specified by the County Executive Officer or his/her designee for consultant services, travel costs, materials and other services related to the performance of this Agreement.

1 7.3. Except as provided under Paragraph 7.1, COUNTY shall not be responsible to pay
2 CONSULTANT any compensation, out-of-pocket expenses, fees or other remuneration.

3 8. **PAYMENT.**

4 CONSULTANT will bill COUNTY on a time and material basis upon completion of the
5 project or as set forth in the attached Exhibit "2". COUNTY shall pay CONSULTANT for
6 completed and approved services upon presentation of its itemized billing.

7 9. **METHOD OF PAYMENT.**

8 CONSULTANT shall at any time prior to the 15th day of any month, submit to the County
9 Executive Office a written claim for compensation for services performed. The claim shall be in a
10 format approved by COUNTY. No payment shall be made by COUNTY prior to the claims being
11 approved in writing by the County Executive Officer or his/her designee. CONSULTANT may
12 expect to receive payment within a reasonable time thereafter and in any event in the normal course
13 of business within thirty (30) days after the claim is submitted.

14 10. **TIME FOR COMPLETION OF THE WORK.**

15 Both Parties agree that time is of the essence in the performance of this Agreement.
16 Program scheduling shall be as described in Exhibit "2" unless revisions to Exhibit "2" are
17 approved by both COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time
18 extensions may be allowed for delays caused by COUNTY, other governmental agencies or factors
19 not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

20 11. **RETENTION AND ACCESS OF BOOKS AND RECORDS**

21 11.1. CONSULTANT shall maintain books, records, documents, reports and other materials
22 developed under this AGREEMENT as follows:

23 11.1.1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
24 canceled checks, and other records relating to CONSULTANT'S charges for
25 services or expenditures and disbursements charged to COUNTY for a minimum
26 period of three (3) years, or for any longer period required by law, from the date
27 of final payment to CONSULTANT pursuant to this AGREEMENT.

1 11.1.2. CONSULTANT shall maintain all reports, documents and records, which
2 demonstrate performance under this AGREEMENT for a minimum period of five
3 (5) years, or for any longer period required by law, from the date of termination or
4 completion of this AGREEMENT.

5 11.1.3. Any records or documents required to be maintained by CONSULTANT pursuant
6 to this AGREEMENT shall be made available to COUNTY for inspection or
7 audit, at any time during CONSULTANT'S regular business hours provided
8 COUNTY provides CONSULTANT with seven (7) days advanced written or e-
9 mail notice. Copies of such documents shall, at no cost to COUNTY, be provided
10 to COUNTY for inspection at CONSULTANT'S address indicated for receipt of
11 notices under this AGREEMENT.

12 **12. SUSPENSION OF AGREEMENT.**

13 COUNTY's Contract Manager shall have the authority to suspend this Agreement, wholly
14 or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the
15 part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid
16 the compensation due and payable to the date of suspension.

17 **13. TERMINATION.**

18 13.1. COUNTY retains the right to terminate this Agreement for any reason by notifying
19 CONSULTANT in writing seven (7) days prior to termination and by paying the
20 compensation due and payable to the date of termination; provided, however, if this
21 Agreement is terminated for fault of CONSULTANT, COUNTY shall be obligated to
22 compensate CONSULTANT only for that portion of CONSULTANT's services which are
23 of benefit to COUNTY. Said compensation is to be arrived at by mutual agreement
24 between COUNTY and CONSULTANT; should the parties fail to agree on said
25 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator
26 shall be binding upon the parties.

27 13.2. Upon such termination, CONSULTANT shall immediately turn over to COUNTY any and
28 all copies of videotapes, studies, sketches, drawings, computations and other data, whether

or not completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of COUNTY.

14. INSPECTION.

CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

15. OWNERSHIP OF MATERIALS.

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered to COUNTY upon demand.

16. INTEREST OF CONSULTANT.

16.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

16.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

16.3. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

17. INDEMNIFICATION.

17.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with CONSULTANT'S negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not

1 arising from the passive negligence of COUNTY, but does not include Claims that are
2 finally determined to be the result of the sole negligence or willful misconduct of COUNTY.

3 **17.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
4 hold COUNTY harmless from all Claims, including but not limited to:

5 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury, sickness
6 or disease or death to persons including but not limited to COUNTY's
7 representatives, officers, directors, designees, employees, agents, successors and
8 assigns, subcontractors and other third parties and/or damage to property of anyone
9 (including loss of use thereof) arising out of CONSULTANT's negligent
10 performance of, or willful misconduct surrounding, any of the terms contained in
11 this Agreement, or anyone directly or indirectly employed by CONSULTANT or
12 anyone for whose acts CONSULTANT may be liable;

13 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
14 employees or agents arising out of CONSULTANT's negligent performance of, or
15 willful misconduct surrounding, any of the terms contained in this Agreement, or
16 anyone directly or indirectly employed by CONSULTANT or anyone for whose
17 acts CONSULTANT may be liable;

18 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
19 regulation, standard, ordinance or statute caused by the negligent action or inaction,
20 or willful misconduct of CONSULTANT or anyone directly or indirectly employed
21 by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

22 **17.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
23 out of CONSULTANT's work;

24 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
25 regulation, standard, ordinance or statute in any way relating to the occupational
26 health or safety of employees; and

27 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
28 Agreement.

1 17.3. The indemnification provisions of Paragraphs 17.2.1 through 17.2.6 above shall extend to
2 Claims occurring after this Agreement is terminated, as well as while it is in force.

3 **18. INDEPENDENT CONTRACTOR.**

4 In all situations and circumstances arising out of the terms and conditions of this
5 Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the
6 following shall apply:

7 18.1. CONSULTANT is not an employee or agent of COUNTY and is only responsible for the
8 requirements and results specified by this Agreement or any other Agreement.

9 18.2. CONSULTANT shall be responsible to COUNTY only for the requirements and results
10 specified by this Agreement and except as specifically provided in this Agreement, shall
11 not be subject to COUNTY's control with respect to the physical actions or activities of
12 CONSULTANT in fulfillment of the requirements of this Agreement.

13 18.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
14 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
15 Worker's Compensation coverage or any other type of employment or worker insurance
16 or benefit coverage required or provided by any Federal, State or local law or regulation
17 for, or normally afforded to, an employee of COUNTY.

18 18.4. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
19 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the
20 Social Security Old Age Pension Program, Social Security Disability Program, or any
21 other type of pension, annuity, or disability program required or provided by any Federal,
22 State or local law or regulation.

23 18.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
24 make any claim against any COUNTY fringe program, including, but not limited to,
25 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,
26 or any other type of benefit program, plan, or coverage designated for, provided to, or
27 offered to COUNTY's employee.

1 18.6. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
2 local tax, including, but not limited to, any personal income tax, owed by
3 CONSULTANT.

4 18.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
5 and conduct itself as an independent contractor, not as an employee of COUNTY.

6 18.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
7 or obligate COUNTY in any way without the written consent of COUNTY.

8 **19. INSURANCE.**

9 19.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain
10 during the entire term of this Agreement, and any extended term thereof, commercial
11 general liability insurance (bodily injury and property damage), employer's liability
12 insurance; commercial automobile liability insurance (bodily injury and property
13 damage) and professional liability insurance in a sum acceptable to COUNTY and
14 adequate to cover potential liabilities arising in connection with the performance of this
15 Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage	[Determined per Scope of Work]
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	[Determined per Scope of Work]
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	[Determined per Scope of Work]
Property Damage	[Determined per Scope of Work]
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Bodily Injury	[Determined per Scope of Work]
Property Damage	[Determined per Scope of Work]

28 19.2. Special Insurance Requirements. All insurance required under paragraph 19 shall:

1 19.2.1. Be procured from an insurer authorized to do business in California.

2 19.2.2. Be primary coverage as respects COUNTY and any insurance or self-insurance
3 maintained by COUNTY shall be in excess of CONSULTANT's insurance
4 coverage and shall not contribute to it.

5 19.2.3. Name COUNTY as an additional insured on all policies, except Workers'
6 Compensation, and provide that COUNTY may recover for any loss suffered by
7 COUNTY by reason of CONSULTANT's negligence.

8 19.2.4. State that it is primary insurance and regards COUNTY as an additional insured
9 and contains a cross-liability or severability of interest clause.

10 19.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty
11 (30) days written notice has been given to COUNTY. However, CONSULTANT
12 may not terminate such coverage until it provides COUNTY with proof that equal
13 or better insurance has been secured and is in place. Cancellation or change
14 without the prior written consent of COUNTY shall, at the option of COUNTY,
15 be grounds for termination of this Agreement.

16 19.3 Additional Insurance Requirements.

17 19.3.1. Complete copies of certificates of insurance for all required coverage's including
18 additional insured endorsements and 30-day notice of cancellation clause endorsements
19 shall be attached hereto as Exhibit "3" and incorporated herein.

20 19.3.2. COUNTY is to be notified immediately of all insurance claims. COUNTY is also
21 to be notified if any aggregate insurance limit is exceeded.

22 19.3.3. The comprehensive or commercial general liability shall contain a provision of
23 endorsements stating that such insurance:

24 A. Includes contractual liability;

25 B. Does not contain any exclusions as to loss or damage to property caused
26 by explosion or resulting from collapse of buildings or structures or
27 damage to property underground, commonly referred to by insurers as the
28 "XCU Hazards;"

- 1 C. Does not contain a "pro rata" provision which looks to limit the insurer's
2 liability to the total proportion that its policy limits bear to the total
3 coverage available to the insured; and
4 D. Does not contain an "excess only" clause which require the exhaustion of
5 other insurance prior to providing coverage.
6 E. Does not contain an "escape clause" which extinguishes the insurer's
7 liability if the loss is covered by other insurance.
8 F. Includes COUNTY as an additional insured.
9 G. States that it is primary insurance and regards COUNTY as an additional
10 insured and contains a cross-liability or severability of interest clause.

11 **19.4.** Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any
12 insurance policy required by this Agreement, CONSULTANT shall, if requested by
13 COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy
14 premiums have been paid together with a duplicate copy of the policy or a certificate
15 evidencing the policy and executed by the insurance company issuing the policy or its
16 authorized agent.

17 **19.5.** Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be
18 construed to preclude CONSULTANT from obtaining and maintaining any additional
19 insurance policies in addition to those required pursuant to this Agreement.

20 **20. WORKERS' COMPENSATION CERTIFICATION.**

21 **20.1.** CONSULTANT shall sign and file with COUNTY the following certification prior to
22 performing the Work: "I am aware of the provisions of California Labor Code §§3700 *et*
23 *seq.* which require every employer to be insured against liability for Workers'
24 Compensation or to undertake self-insurance in accordance with the provisions of that
25 code, and I will comply with such provisions before commencing the performance of the
26 work of this contract."
27
28

1 20.2. CONSULTANT understands and agrees that any and all employees, regardless of hire
2 date, shall be covered by Workers' Compensation according to the statutory requirements
3 prior to beginning work on the Project.

4 21. **ASSIGNMENT.**

5 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
6 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ
7 other specialists to perform services as required with prior approval by COUNTY.

8 22. **NON-DISCRIMINATION.**

9 During the performance of this Agreement, CONSULTANT and its subcontractors shall not
10 unlawfully discriminate, harass or allow harassment against any employee or applicant for
11 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability
12 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)),
13 marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure
14 that the evaluation and treatment of their employees and applicants for employment are free from
15 such discrimination and harassment. CONSULTANT and its subcontractors shall comply with the
16 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the
17 applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section
18 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
19 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
20 California Code of Regulations, are incorporated into this Agreement by reference and made a part
21 hereof as if set forth in full. The applicable regulations of Section 504 of the Rehabilitation Act of
22 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof
23 as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all
24 amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
25 CONSULTANT shall also abide by the American Disabilities Act and all amendments thereto, and
26 all administrative rules and regulations issued pursuant to said Act. CONSULTANT and its
27 subcontractors shall give written notice of their obligations under this clause to labor organizations
28 with which they have a collective bargaining or other agreement. CONSULTANT shall include

the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

23. NOTICES AND REPORTS.

23.1. All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, return receipt requested, addressed as follows:

COUNTY

CONSULTANT

[Address]

[Address]

23.2. All notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either party may designate in a notice to the other party given in such manner.

23.3. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

24. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

25. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

26. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

27. PARTIAL INVALIDITY.

1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
2 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
3 impaired or invalidated in any way.

4 **28. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

5 As used in this Agreement and whenever required by the context thereof, each number,
6 both singular or plural, shall include all numbers, and each gender shall include a gender.
7 CONSULTANT as used in this Agreement or in any other document referred to in or made a
8 part of this Agreement shall likewise include both singular and the plural, a corporation, a
9 partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator,
10 trustee or in any other representative capacity or any other entity. All covenants herein contained
11 on the part of CONSULTANT shall be joint and several if more than one person, firm or entity
12 executes the Agreement.

13 **29. WAIVER.**

14 No Waiver of any breach or of any of the covenants or conditions of this Agreement shall
15 be construed to be a waiver of any other breach or to be a consent to any further or succeeding
16 breach of the same or any other covenant or condition.

17 **30. CHOICE OF LAW.**

18 This Agreement shall be governed by the laws of the State of California. This Agreement
19 is made and entered into in Imperial County, California. Any action brought by either party with
20 respect to this agreement shall be brought in a court of competent jurisdiction within said
21 County.

22 **31. ATTORNEY'S FEES.**

23 If either party herein brings an action to enforce the terms thereof or declare rights
24 hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his
25 reasonable attorney's fees and actual costs to be paid by the losing party as fixed by the court.

26 **32. AUTHORITY.**

27 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
28 warrants that:

32.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
CONSULTANT;

32.1.2. Such execution and delivery is in accordance with the terms of the Articles of
Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

32.1.3. This Agreement is binding upon CONSULTANT accordance with its terms.

32.2. CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
foregoing within thirty (30) days of execution of this Agreement.

33. **COUNTERPARTS.**

This Agreement may be executed in counterparts.

34. **REVIEW OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both COUNTY and
CONSULTANT, and no presumption or rule that ambiguities shall be construed against the
drafting party shall apply to the interpretation or enforcement of the same or any subsequent
amendments thereto.

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

ATTEST:

COUNTY OF IMPERIAL:

SYLVIA BERMUDEZ, Clerk of the Board,
County of Imperial, State of California

GARY WYATT, Chairmain
Board of Supervisors

CONSULTANT:

APPROVED AS TO FORM:
MICHAEL L. ROOD
County Counsel

[Business Name]

[Designee]

CHARLES W. WITHERS
Deputy County Counsel

MINIMUM INSURANCE AMOUNTS

Consultant contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

<u>Insurance</u>	<u>Minimum Limit *</u>
Errors & Omissions/Professional Liability	\$2 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, “XCU”, in the Commercial General Liability policy is also required.

*Minimums subject to additional review after Consultant is selected.

EXHIBIT E

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

- **Implementation Agreement**
- **Exhibit 10-I Notice to Proposers Disadvantaged Business Enterprise Information**
- **Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation**

CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM
IMPLEMENTATION AGREEMENT
FOR
LOCAL AGENCIES

CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City/County of Imperial, hereinafter referred to as "RECIPIENT."

I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.

VII Quotas (§26.43)

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VIII DBE Liaison Officer (DBELO) (§26.25)

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment A to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX Federal Financial Assistance Agreement Assurance (§26.13)

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

X DBE Financial Institutions (§26.27)

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI Directory (§26.31)

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at www.dot.ca.gov/hq/bep.

XII Required Contract Clauses (§§26.13, 26.29)

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. CONTRACT ASSURANCE

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at www.dot.ca.gov/hq/LocalPrograms under "Publications."]

B. PROMPT PAYMENT

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency 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 all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XIII Local Assistance Procedures Manual

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

XIV Transit Vehicle Manufacturers (§ 26.49)

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

XV Bidders List (§26.11(c))

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/nonDBE status, age, and annual gross receipts of the firm.

XVI Reporting to the DLAE

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract), (Exhibit 10-O(1) "Local Agency Bidder/Proposer-DBE Commitment (Consultant Contract)") or Exhibit 15-G(1) "Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) "Local Agency Bidder-DBE (Construction Contracts) – Information" or Exhibit 10-O(2) "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" of the LAPM) to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

XVII Certification (§26.83(a))

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

XVIII Confidentiality

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By _____
(Signature)

Ralph Cordova, Jr., County Executive Officer
(Print Name and Title) ADMINISTERING AGENCY
(Authorized Governing Body Representative)

Phone Number: 760-482-4290

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:


[Signature of DLAE]

Date: 12-21-09

ERWIN GOSUANGICO
[Print Name of DLAE]

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 11
District Local Assistance Engineer

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of Imperial,
submits our AADPL information. We have established an AADPL of 17.17 % (10.21 %
Race Neutral; 6.96 % Race Conscious) for the Federal Fiscal Year 09 / 10, beginning on
July 1, 2009 and ending on September 30.

Methodology

The methodology used to determine the AADPL is detailed in Attachment B, with calculations detailed in Attachment C.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Below is the pertinent for the DBELO:

Ed Delgado
155 S. 11th Street
El Centro, CA 92243
Voice: (760) 482-4462
Fax: (760) 352-1272
eddelgado@co.imperial.ca.us

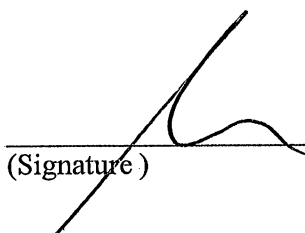
Planned Race-Neutral Measures

Planned Race Neutral Measures the Department plans to implement for the upcoming Federal Fiscal Year are detailed in Attachment D.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage, kept by the prime contractor or subcontractor, to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

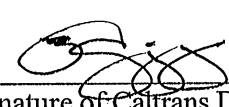
49 CFR Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause, with the local agency's prior written approval. Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.


(Signature)

Date

Ralph Cordova, Jr., County Executive Officer
(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(760) 482-4290
Phone Number


(Signature of Caltrans District Local Assistance Engineer [DLAE])

12-21-07
Date

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

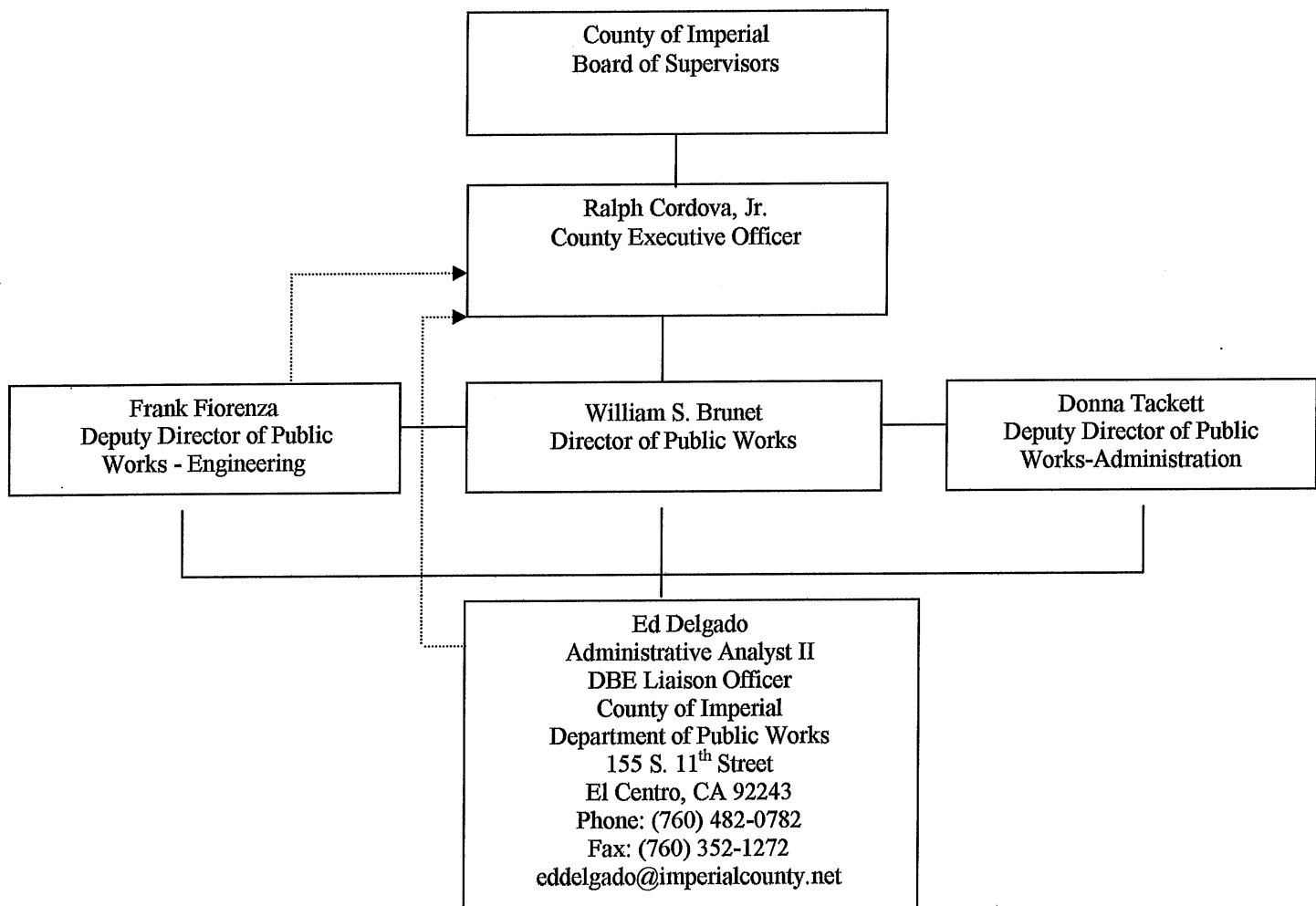
Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- ☐ **Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- ☐ **Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- ☒ **Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency 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 all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

ATTACHMENT A

COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FEDERAL FISCAL YEAR 2009/2010

ORGANIZATIONAL CHART



ATTACHMENT B

ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) METHODOLOGY FEDERAL FISCAL YEAR (FFY) 2009/2010

The process for establishing the Annual Anticipated DBE Participation Level (AADPL) is a two-step process as described in 49 CFR part 26, Section 26.45, and in Chapter 9 of the Local Assistance Procedure Manual, Section 9.7. This two-step process is intended to provide maximum flexibility, to ensure narrow program tailoring, and provide meaningful, demonstrable evidence of availability, based upon each agency's relevant market conditions.

Methodology Step 1

Step 1 of the methodology consists of determining a Base Figure for the relative availability of DBEs that are ready, willing, and able to participate in the Federal-Aid contracting program under the different North American Industrial Classification System (NAICS) numbers or categories, that in turn can be related to each of the three different Project Phases of Preliminary Engineering (PE), Right of Way (ROW), and Construction (CON).

For FFY 2009-2010, the County of Imperial has recognized as its Market Area those firms within Imperial, Riverside, and San Diego counties, identified as certified DBE firms per industrial classification and identified in the California Uniform Certification Program (CUCP) database for certified DBE firms in the Caltrans Civil Rights Program database (http://www.dot.ca.gov/hq/bep/dbe_query.htm). This number is the Numerator B (for race Conscious) and Numerator C (for AADPL) on Attachment C.

For FFY 2009-2010, all businesses are located within the established Market Area of Imperial, Riverside, and San Diego counties identified in the County Business Patterns (CBP) found in the 2007 U. S. Census Bureau database (<http://www.census.gov/econ/cbp/index.html>). This number is Denominator A on Attachment C.

Methodology Step 2

Once establishing the Base Figure, Step 2 of the methodology consists of the review and assessment of other known relevant evidence or factors, to determine what additional adjustments are needed to narrowly tailor the Base Figure to the County of Imperial's Market Area.

The factor considered in making an adjustment includes identifying the different Project Phase amounts under Preliminary Engineering, Right of Way, and Construction, that have been allocated to the County's projects programmed on the Southern California Association of Governments-approved Regional Transportation Improvement Program (RTIP) for FFY 2009-2010, and the Project Phase amounts of County projects that are anticipated to be awarded during FFY 2009-2010.

The County has a total of fifteen (15) projects anticipated for award during FFY 2009-2010, and consists of projects with anticipated expenditures in the Preliminary Engineering and Construction Phases. No work is anticipated for the Right of Way Project Phase. The projects and anticipated award amounts in the Preliminary Engineering and Construction Project Phases and the respective percentages of total dollars anticipated to be awarded are detailed in the table below.

Project Name	County Project Number	Federal Project Number	PE Cost	Const Cost	ROW Cost	Total Cost
Reconstruction of Baughman Road from SR78/86 to Forrester Road in Imperial County; Construction Phase	4044X	STPL-5958(040)	\$0	\$1,403,000	\$0	\$1,403,000
Construction of Sidewalk at Various Locations in Townsite of Heber; Construction Phase	4113	HPLU-5958(046)	\$0	\$550,000	\$0	\$550,000
Keystone Road Improvements from SR111 to Austin Road; Construction Phase	4116	HPLU-5958(047)	\$0	\$2,400,000	\$0	\$2,400,000
Sidewalk Improvements near Grace Smith Elementary School in the Community of Niland in Imperial County; Construction Phase	4310A	SR2SF-5958(051)	\$0	\$536,000	\$0	\$536,000
Worthington Road Intersection Improvements at McConnell Road in Imperial County; Construction Phase	4618	HRRL-5958(049)	\$0	\$657,000	\$0	\$657,000
Forrester Road Turn Lane and Intersection Improvements at Cady Road in Imperial County; Preliminary Engineering Phase	4619	HRRL-5958(048)	\$90,000	\$0	\$0	\$90,000
Right Turn Lane at Worthington Road and Cooley Road; Preliminary Engineering Phase	4709	HSIPL-5958(061)	\$75,000	\$0	\$0	\$75,000
Northbound Right Turn Lane Improvements at Forrester Road and Aten Road; Preliminary Engineering Phase	4694	HSIPL-5958(060)	\$75,000	\$0	\$0	\$75,000

Northbound and Southbound Right Turn Lane at Forrester Road and Worthington Road; Preliminary Engineering Phase	4696	HSIPL-5958(062)	\$78,000	\$0	\$0	\$78,000
Pitzer Road Improvements from Correll Road to McCabe Road in Imperial County; Preliminary Engineering Phase	4827	CML-5958(058)	\$25,000	\$0	\$0	\$25,000
Paving and Rehabilitation of Unpaved County Roads (CMAQ) Phase 3; Preliminary Engineering Phase	4828M	CML-5958(057)	\$64,000	\$0	\$0	\$64,000
Forrester Road Bridge at Westside Main Canal 58C-0014; Design Phase	58C-0014	BRDSZD-5958(020)	\$200,000	\$0	\$0	\$200,000
Araz Road Bridge at All American Canal 58C-0092; Design Phase	58C-0092	BHLOZD-5958(055)	\$200,000	\$0	\$0	\$200,000
Anza Road Bridge at All American Canal 58C-0105; Design Phase	58C-0105	HBRRR	\$60,000	\$0	\$0	\$60,000
Winterhaven Drive Bridge at California Wasteway Channel 58C-0094; Design Phase	58C-0094	HBRRR	\$200,000	\$0	\$0	\$200,000
Totals			\$1,067,000	\$5,546,000	\$0	\$6,613,000
Percentage			16.13%	83.87%	0.00%	100.00%
Weight Factor			.1613	.8387	0	

As detailed in the table, 16.13 percent (16.13%) of funds anticipated to be awarded are in the Preliminary Engineering Project Phase, and 83.87 percent (83.87%) of funds anticipated to be awarded are in the Construction Project Phase. These amounts are represented as Weight Factor **D** for the respective Project Phases in Attachment C, and applied to the Base Figure.

ATTACHMENT C				
County of Imperial				
Annual Anticipated DBE Participation Level (AADPL) Calculations				
Federal Fiscal Year (FFY) 2009-2010				
	Construction	Preliminary Engineering	Right of Way	
Concept	237310	541310	541330	
Total Establishments Located in Market Area (A) (From CBP-Census Bureau Patterns Table)	148	454	1240	
ALL UDBE FEMALE FIRMS working in Market Area (From CUCP Database)	52	37	91	
UDBE FEMALE FIRMS Located in Market Area	5	8	17	
ALL UDBE MALE FIRMS working in Market Area (From CUCP Database)	44	26	121	
UDBE MALE FIRMS Located in Market Area	6	3	16	
Total UDBE Firms Located in Market Area	11	11	33	
Total DBE Firms Working in Market Area (From CUCP Database)	180	80	333	
Total DBE Firms Located in Market Area (From CUCP Database)	28	13	53	
Weight Factor	0.8837	0.1613	0	
Calculations				
AADPL % = (Total DBE Firms)	([C/A] x D)	+	([C/A] x D)	=
AADPL % = (Total DBE Firms)	([28/148] x .8837)	+	([13/454] x .1613)	=
AADPL % = (Total DBE Firms)	0.1671	+	0.0046	= 17.17%
Race Conscious % =	([B/A] x D)	+	([B/A] x D)	=
Race Conscious % =	([11/148] x .8837)	+	([11/454] x .1613)	=
Race Conscious % =	0.0657	+	0.0039	= 6.96%
Race Neutral % =	ADPL %	-	Race Conscious %	=
Race Neutral % =	17.17%	-	6.96%	= 10.21%

ATTACHMENT D

RECIPIENT must meet the maximum feasible portion of its AADPL by using race neutral means of facilitating DBE participation. Race neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing technical assistance and other services;
3. Providing information on contracting procedures and specific contract opportunities;
4. Providing information to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

Exhibit 10-I Notice to Proposers DBE Information**Imperial County Public Works****03/04/2010****NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of 6.96 %
OR

The Agency has established an Underutilized goal for this Agreement. However, proposer 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.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF UDBE AND DBE INFORMATION

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

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Disadvantaged Business Enterprise
 - Click on Search for a DBE Firm link
 - Click on Access to the DBE Query Form located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

Notice to Proposers DBE Information

- 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 DBES 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. A 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. A 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. A 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.

Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency 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 Agency 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 Agency'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 Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract 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." Proposers 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 underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, 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: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs 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 Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant 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 Consultant and other DBE Subconsultants/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 30 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

(Local agency to use either A,B, or C below; delete the other two.)

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

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

5. DBE Records

- A. The Consultant 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 consultants 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 Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract 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 Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - 2) The Consultant shall also submit to the Agency's Contract 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 Consultant by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days

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.

(Add the following 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, 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, 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.

EXHIBIT F

REQUIRED CERTIFICATIONS

BY CONSULTANT WITH PROPOSAL

- **Exhibit 15-H UDBE Information-Good Faith Efforts**
- **Exhibit 10-01 Local Agency Proposer UDBE (Commitment Contracts)**
- **Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts**
- **Exhibit 10-Q Disclosure of Lobbying Activities**
- **Exhibit 12-E Attachment D-Noncollusion Affidavit**

EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS

UDBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 4618 Bid Opening Date 04/23/2010

The County of Imperial established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 6.96 % 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.

Attachment

EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

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

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all
information is complete and accurate/unless noted otherwise._____
Print Name
Local Agency Representative_____
Signature_____
Date

(Area Code) Telephone Number: _____

Total Claimed UDBE
Commitment

_____%

Signature of Proposer_____
Date (Area Code) Tel. No._____
Person to Contact (Please Type or Print)Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)**Distribution:** (1) Original - Local agency files

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

ALL PROPOSERS:

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

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

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

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

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

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

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

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier, _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
---	--

6. Federal Department/Agency: _____ 8. Federal Action Number, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: _____
--	--

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
--	--

(attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____

12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	
---	--

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:	
(attach Continuation Sheet(s) if necessary)	

15. Continuation Sheet(s) attached: Yes ☐ No ☐	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: 3/23/2010
---	---

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
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Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL
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Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT G

REQUIRED CERTIFICATIONS BY CONSULTANT AND COUNTY AFTER CONTRACT SIGNATURE

- **Exhibit 10-F Certification of Consultant**
- **Exhibit 10-G Certification of Local Agency**
- **Exhibit 10-02 Local Agency Proposer DBE Information (Consultant Contract)**
- **Final Report-Utilization of Disadvantaged Business Enterprises**
- **Exhibit 17-0 DBE Certification Status Change**

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly states, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

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)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (copy)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ of the
County of Imperial _____, 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)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (copy)

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

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT (\$): _____

PROPOSER'S NAME: _____

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

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contract Award: _____

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

_____	_____	_____
Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number: _____

Total Claimed DBE
Participation
 \$ _____
 _____ %

Signature of Proposer_____
Date (Area Code) Tel. No._____
Person to Contact (Please Type or Print)**For Caltrans Review:**

_____	_____	_____
Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

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

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

(2) Original - Local agency files

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

SUCCESSFUL PROPOSER:

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

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

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

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

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

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

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

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL-AID PROJECT NO. 4618		ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____			TOTAL	\$	\$	\$	\$	\$	\$	BA - Black American APA - Asian-Pacific Islander NA - Native American W - Woman	

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT PROJECT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction**Copy**- Business Enterprise Program**Copy**- Contractor**Copy** Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer**Copy**- District Local Assistance Engineer**Copy**- Local Agency file

(submitted with the Report of Expenditure)

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.**Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

DISTRIBUTION Original copy -DLAE
 Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.