

CALAVERAS  
COUNCIL  
OF  
GOVERNMENTS  
P.O. BOX 280  
692 MARSHALL, Suite A  
SAN ANDREAS, CA 95249

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# **REQUEST FOR QUALIFICATIONS**

## **State Route 4 Wagon Trail Realignment Project Approval and Environmental Documentation**

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**Inquiries:** Questions regarding this  
Solicitation should be directed to:

Timothy J. McSorley, P.E.  
Executive Director  
(209) 754-2094

**Submittals:** Submittals (seven copies) must  
be received no later than 4:30 p.m.  
on Friday, January 18, 2007

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## **REQUEST FOR QUALIFICATIONS**

### **SR 4 WAGON TRAIL REALIGNMENT PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION**

#### **I OVERVIEW**

The Calaveras Council of Governments (CCOG) is issuing this Request for Qualifications (RFQ) for consulting firms to prepare preliminary design and environmental documentation for the Project Approval and Environmental Documentation (PA&ED) phase for the State Route (SR) 4 Wagon Trail Realignment project. The preliminary design and environmental documentation shall meet the requirements of the California Department of Transportation (Caltrans) Environmental and Design Divisions including Federal Highway Administration approvals. The project is to complete PA&ED, including appropriate level of approved CEQA and NEPA environmental documents and a Project Report (PR). CCOG has an approved Cooperative Agreement with the State to be lead agency on this portion of work with funding in the amount of approximately \$2 million. Funding will become available in predetermined amounts over the next three fiscal years. It is anticipated that CCOG will also be lead agency to complete plans, specifications and estimates (PS&E), the next phase of work.

#### **II SCOPE OF WORK**

The Scope of Work and the methodology used by the Consultant shall be as described under the heading "Scope of Work", Attachment "A".

All tasks shall be coordinated and approved by the Calaveras Council of Governments' Executive Director, who is the authorized representative of the CCOG, and Caltrans District 10 Project Manager, who is the authorized Department of Transportation District 10 representative. The CCOG Executive Director is the Contract Administrator for this work.

If unforeseen circumstances develop during the course of consultant's work, or if the CCOG requests additional services, the parties will confer. Consultant is to be compensated separately for any additional service provided that, prior to incurring any costs for said additional service, the parties shall enter into a written amendment for said additional services.

#### **III SCHEDULE**

It is anticipated that the Calaveras Council of Governments Executive Director may award the formal contract around the end of January. Following a written notice to proceed to be issued by the CCOG, the Consultant's work shall begin within 7 days and shall be completed in accordance with the schedule incorporated into the contract.

**Mandatory Pre-Submittal Meeting.** There will be a mandatory Pre-Submittal meeting held on January 8<sup>th</sup> at 1:30 PM at the CalWORKS building in the Sequoia conference room, located at 509 E. Saint Charles Street, San Andreas. The purpose of the mandatory Pre-Submittal meeting is to answer questions from all interested consulting firms openly and equitably, with all firms receiving the same answer. Questions may be submitted to CCOG prior to the mandatory pre-

submittal meeting. **NOTE: All primary consulting firms are required to attend the Mandatory Pre-Submittal Meeting if submitting a proposal.** Additional questions will not be answered after this date.

The proposed RFQ schedule is as follows:

December 19 <sup>th</sup>	RFQ Issued
<b>January 8<sup>th</sup></b>	<b>Mandatory Pre-Submittal Meeting (San Andreas)</b>
<b>January 18<sup>th</sup></b>	<b>Submittals due</b>
January 23 <sup>rd</sup>	Selection Committee selects firms for interviews
February 5 <sup>th</sup>	Selection Committee interviews held
February 6 <sup>th</sup>	Selection committee recommendation announced
February 12 <sup>th</sup>	Contract negotiated and possibly awarded

CCOG reserves the right to adjust the schedule as necessary.

A notice to proceed issued by the CCOG will specify the work to be completed, a schedule for work completion, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed.

#### **IV COMPENSATION**

The CCOG will negotiate a contract with the selected Consultant based on the following assumptions and conditions:

- For all services rendered as described in the Scope of the Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.

#### **V SUBMITTAL REQUIREMENTS**

##### **Submittals**

A Statement of Qualifications related to this project is requested for the proposed work. Interested firms are requested to submit an original and seven (7) copies of their proposals to the following address:

Calaveras Council of Governments  
P.O. Box 280  
692 Marshall, Suite A  
San Andreas, CA 95249  
Attn: Mr. Timothy J. McSorley, P.E.  
Executive Director

The submittal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant.

**Faxed copies will not be accepted.** To be considered, proposals must be received no later than **4:30 p.m.** on **JANUARY 18, 2007.**

## **Contents of the Submittal**

At a minimum, the submittal shall contain the information outlined herein. Additional information that the firm deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting the qualifications, and unless otherwise stated, it is understood that the Consultant has reviewed the relevant information, and that based on that review, the Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

**Firm Background.** In three pages or less, provide a brief overview of the firm that will assume all contract responsibilities and identify all proposed sub-consultants.

**Statement of Understanding.** In six pages or less, describe the approach the firm will take to provide the required services in an efficient and expeditious manner, including coordination with the CCOG and Caltrans, the associated project development team (PDT) members and other agencies and interested parties. Submittals should provide a statement of the firm's understanding of the Project by highlighting the dominant issues and outlining the approach for addressing those issues. Any recommendations regarding improvements to the process to more effectively meet the CCOG's stated objectives should be emphasized in the submittal, and would be a clear means of demonstrating the firm's understanding of the Project requirements.

**Schedule.** A detailed Project Schedule is not needed with this submittal though describing key milestones in the Statement of Understanding may be helpful to the selection process.

**Project Team.** Provide an organization chart that identifies the individuals and sub-consultants if applicable, assigned to and responsible for the key elements of the work scope and their relationship to the other elements. Indicate the estimated number of hours each member may be budgeted and will be assigned to the Project. In particular, identify the personnel specifically assigned to the following duties: data evaluation/reporting, public outreach/relations and technical review. Indicate the workload of the Project Manager, Project Engineer and Environmental Manager and their capacity to complete the scope of services according to the proposed schedule. It is the CCOG's intent to have the proposed Project Team committed to this assignment as a specific contract provision per "Sample Contract" in Attachment "B".

**Related Experience and References.** Include descriptions of example projects completed within the past five (5) years that are comparable to the proposed Project. Provide references for the comparable projects upon which proposed Project Manager, Project Engineer, and Environmental Manager have worked. It is also desirable to

indicate if the proposed team has prior work experience together on similar projects. Describe their role on the Project and include the name and title of the client's Project Manager. Interested consultants must have a demonstrated record of designing transportation projects of significant size. Consultants also must demonstrate that they have successfully prepared contract documents for projects funded under Federal and State funding programs according to Caltrans standards. If there is experience working with a rural agency, please state this experience.

**Individual Qualifications and Experience.** Provide resumes for each key staff member. Only include resumes for staffs who are specifically assigned and whose assignment accounts for at least five percent of the total allocated hours. Indicate the workload of the Project Manager, Project Engineer, and Environmental Manager, and their capacity to complete the scope of services according to the proposed schedule.

List the names, addresses, and telephone numbers of anticipated sub-consultants. Detail firm's quality control program to insure products are of the highest quality, meeting the CCOG and Caltrans requirements.

**Conflicting Projects or Commitments.** The submittal must include a discussion of any other projects currently being undertaken by the firm/team that might have an impact on the project schedule. The submittal shall contain a statement to the effect that the firm is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.

**Format.** The CCOG prefers that all submittals be produced as double-sided copies on recycled paper. **Fax copies will not be accepted.**

### **Fee for Services Submittal**

A fee is not to be included with the submittal at this time. However, during contract negotiations, the distribution of hours may be used to evaluate the understanding of the work to be performed and the overhead/profit multipliers may be used to choose between two otherwise equally qualified firms. As a part of contract negotiations, the Consultant must provide a comprehensive fee schedule for all personnel and equipment which may be used in the course of the work, including all sub-consultants.

Sufficient information should be provided to justify the proposed fee and to serve as a basis for negotiating a contract.

The proposed fee will be used to establish the not-to-exceed contract limit that will be maintained in accordance with the conditions specified herein. Regardless of the proposed method of compensation, any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the Consultant encounters circumstances that could not be reasonably anticipated, the CCOG will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a "not-to-exceed" figure for the Project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during Project execution and completion.

## VI SELECTION CRITERIA AND PROCESS

The CCOG's formal selection procedures are described in "Professional Consultant Selection Procedure," Attachment "C". Consideration of submittals and subsequent award will be based on, but not limited to, the following criteria:

- **Understanding of the Required Services.** Responsiveness to this Request for Qualifications (RFQ) will be a primary criterion, including clarity and efficacy of the approach to achieve the cited objectives. Focused and concise submittals that provide specific responses to the CCOG's needs will be considered favorably.
- **Experience and Qualifications.** A member of the team at the Project Management level must be a Professional Engineer licensed in the State of California and have demonstrated capabilities and technical expertise of the **Project Team** in the specialized areas of work. Demonstrated ability to provide necessary services in this region.
- **Rural Public Agency Experience.** Familiarity with and recent project experience with rural public agencies and their regional transportation needs.
- **Level of Effort.** Reasonableness of available funding relative to the level of effort associated with the proposed work scope. Depending on the results of the selection panel review, a shortlist of qualified and responsive consulting firms shall be requested to participate in an interview. It is anticipated interviews will be held at the time and date previously shown. The place of interviews will be arranged after the shortlist is completed. It is anticipated that a shortlist and interview date will be determined within two weeks following the closing date of this solicitation.
- **Right to Reject all Proposals.** The CCOG reserves the right to reject any and all submittals, and to re-issue the RFQ.

## VII CONTRACT CONDITIONS

The selected consultant will be required to sign a standard CCOG contract and maintain required insurance coverage. Professional liability insurance will be required in the minimum amount of one million dollars (\$1,000,000). A copy of the CCOG's standard agreement for professional services is appended (Attachment "B"). Unless indicated otherwise, response to this RFQ indicates that the firm accepts the terms of the standard agreement.

**ATTACHMENT “A”**

**SCOPE OF WORK**

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## **I PURPOSE**

The Calaveras Council of Governments (CCOG) is seeking qualifications from qualified firms to provide preliminary engineering and environmental documentation for Project Approval and Environmental Documentation (PA&ED) for the State Route (SR) 4 Wagon Trail Project. The proposed Project is to improve horizontal and vertical curve alignment on this segment of roadway that has a higher than average accident rate on State highways. It is proposed that CCOG will be the lead agency on PA&ED and on the plans, specifications and estimates (PS&E). Caltrans may be the lead agency on right of way (R/W) and construction management. This portion of work is to provide a preliminary design alignment and completed environmental documentation with the appropriate level of approved CEQA and NEPA documents and Project Report (PR). CCOG will approve phases of work based on funding becoming available.

CCOG reserves the right to negotiate completion of future phases such as plans, specifications and estimates (PS&E), right of way and construction management with the selected firm.

## **II BACKGROUND**

The California Department of Transportation (Caltrans) completed a Project Study Report, Project Development Study report (PSR/PDS) on State Route 4 (SR 4) in Calaveras County from East of Copperopolis to West of Altaville (Angels Camp) in April 2001. The SR 4 Project is from approximately 4 miles east of Copperopolis to approximately 4 miles west of SR 4/49 junction in Angels Camp. The PSR/PDS evaluated two build alternatives and a no build alternative. The first build alternative is an expressway with a new alignment and a 70 mph design speed. The second build alternative has a 55 mph design speed that incorporates curve corrections, geometric improvements and the addition of shoulders on much of the existing alignment as possible. Proposed improvements would primarily consist of improving horizontal and vertical alignments with consideration of environmental issues and community values. The final selected alignment may be different than what was discussed in the PSR/PDS. Improved safety and operations are the goals of the proposed Project.

Caltrans has recently completed a PSR for the Pool Station Curve Correction Project. This Project is located approximately 5 miles east of Copperopolis and is within the proposed SR 4 Wagon Trail Project. The Wagon Trail project could connect to both ends of the Pool Station Curve Correction project as one of the alignment options. The Pool Station Curve Correction project is a Caltrans safety project which is now part of the State Highway Operation and Protection Program (SHOPP). Caltrans is anticipating beginning PA&ED phase on the Pool Station Curve Correction project soon. Some environmental work has already been completed at this intersection by Caltrans.

CCOG is requesting the selected consulting firm utilize methods and technologies that can generate numerous (approximately 5) alignment alternatives to support comprehensive corridor investigation and enable the project to meet the requirements of analyzing all reasonable alternatives, support the iterative nature of the CEQA and NEPA process, provide an audit trail of the investigation and selection process, and determine optimal corridors/alignments subject to the constraints defined by the environment, engineering, social and economical constraints. In carrying out this task, the Consulting firm can include a high-speed optimization tool such as *Quantm* or its equivalent.

On December 15, 2004, the Calaveras Council of Governments approved Cooperative Agreement # 10-183 between the CCOG and Caltrans for the CCOG to be the lead agency for PA&ED. On December 31, 2006, CCOG approved Cooperative Agreement Amendment #10-183A-1 between CCOG and Caltrans for CCOG to use Public Land Highway Discretionary (PLHD), High Priority Project (HPP) and State Transportation Improvement Program (STIP) Regional Improvement Program (RIP) funds. Cooperative Agreement Amendment #10-183A-2 is pending which is proposing to eliminate a twenty thousand (\$20,000) payment of oversight funds to Caltrans and allow additional RIP funds for the project. CCOG is considering requesting Cooperative Agreement Amendment #10-183A-3 that could allow additional RIP funds in 2011/12 if needed.

As lead agency for the project, CCOG will require a high level of public participation led by the consultant's facilitator. CCOG desires to have a project with an alignment with minimal mitigation that has considered key factors of environmental impacts, impacts to property owners, cost effectiveness design (balanced cut and fill) and other improvements that will enhance driver safety and driving experience.

### **III RELATED PROJECT INFORMATION**

The SR 4 Wagon Trail Project will have a Project Development Team (PDT) consisting of members from the CCOG, the consultant and Caltrans. Caltrans PDT members are proposed to include their Project Manager, Environmental Coordinator and Design Engineer. CCOG PDT members will include CCOG's Executive Director, Project Manager and Transportation Planner. Caltrans may include other Caltrans employees who are important to the Project review at any time. The role of the PDT will be to review and comment on proposed designs and environmental documentation through the course of the Project development. Based on consensus of the PDT process, CCOG will approve the final proposed design alternative considered for the Project. All final approvals, for documents and related Project submittals mentioned in the request, will be made by CCOG following necessary approvals from Caltrans. It is recommended that the consultant team meet with the PDT on a monthly or as needed basis. A schedule will be established as part of the contract. CCOG sees the PDT process as a key component to project success.

### **IV CONSULTANT SCOPE OF SERVICES**

The services for PA&ED consist in general of providing all surveying and engineering necessary to develop a preliminary design which will then lead to the appropriate level of environmental review, documentation and approval. PA&ED will also include the completion of a Project Report and an approved CEQA/NEPA document.

The requested services are anticipated to include the following components:

#### **A. Preliminary Design Phase**

Preliminary design will consist of providing the following:

1. Review and evaluate all preliminary planning, survey, design and environmental information that has been developed or obtained.
2. Accomplish all necessary notifications for and the completion of preliminary and final field surveying. Such activities may include but not be limited to the following:

- Coordinate flagging and any safety measures necessary to protect personnel during field surveying for environmental and design studies
  - Establish horizontal and vertical control
  - Accomplish data collection and reduction
  - Provide all aerial photography for design and construction of the Project, should aerial photography be necessary
  - Research existing right of way contained in and adjacent to the Project as required
  - Prepare, forward, receive and process “Permits to Enter” for environmental and design surveys and studies
  - Identification of private property affected by alternatives
3. The Consultant shall provide any additional design surveying that may be required to supplement and/or verify alternatives identified during the alternatives development process.
  4. Utilize *Quantm* or equivalent technology to generate numerous (approximately 5) alignment alternatives to support comprehensive corridor investigation including requirements of analyzing all reasonable alternatives through this investigation and selection process, and determine optimal corridors/alignments subject to the constraints defined by the environment, engineering, social and economical constraints.
  5. *Quantm* or equivalent shall be used to establish, through the use of Digital Terrain Modeling (DTM), a 3-dimensional surface that is accurate to CCOG’s satisfaction, prior to proceeding with assessment of Project alignment and structural alternatives.
  6. Establish applicable design criteria for the facilities and obtain approval from CCOG & Caltrans:
    - a. The Consultant shall review and evaluate the PSR and related Project documentation and propose to CCOG, for review and approval, typical sections and necessary structures that may be considered for incorporation into the work. CCOG, through the PDT process with oversight from Caltrans, will review all of the proposed alternatives and ultimately decide which alternative to pursue.
  7. Consultant will contact all low and high risk utility owners to determine impacts of existing facilities to Project, including coordination for future relocation or protection of such facilities.
  8. Preliminary design may include: to schedule, attend, lead and document discussions at public information hearings to incorporate preliminary public input into the process of establishing appropriate design alternatives.
  9. Determine the general horizontal and vertical layout of all facilities, including but not limited to any proposed new facilities such as highway advisory radio, changeable message signs, turn-out or rest stop.
  10. Provide a time schedule estimating the anticipated time for completion of major design components.
  11. Preliminary design may include preparation of preliminary hydraulic/hydrologic analysis addressing streambed and drainage issues.

12. Preliminary design may include preparation of a geotechnical investigation and report, for use in determination of the type of roadway and structure sections and structure foundations to be constructed in roadway and other related structures.
13. Preliminary design level estimates of probable cost will be required for all of the alternatives resulting from this and all phases of the work.

#### B. Environmental Document Preparation and Coordination

1. Caltrans will be the Lead Agency for NEPA under a new agreement with the Federal Highway Administration (FHWA). Caltrans will also be the Lead Agency for CEQA. The CEQA and NEPA document will be required to meet Caltrans and FHWA requirements. As lead agency, Caltrans will have final approval of the draft environmental document prior to submittal as a final environmental document.
2. Caltrans has identified appropriate documents as either a Negative Declaration/Finding of No Significant Impact (FONSI) or an EIR/EIS or some combination thereof with cultural resource issues being the determining factor per the PSR. FHWA and Caltrans will ultimately determine the required level of environmental documentation.
3. PA&ED may include the preparation of preliminary environmental documents that may need to be forwarded to applicable State and Federal agencies for review. All documentation requiring review shall be coordinated through CCOG.
4. PA&ED may include preliminary application investigation for necessary resource and environmental agency permits to allow construction of the final preferred Project from all concerned Federal, State and local regulatory agencies, including but not limited to the following:
  - Caltrans
  - California Department of Fish and Game
  - State Regional Water Quality Control Board
  - United States Fish and Wildlife Service
  - United States Army Corps of Engineers
  - Air Resource Board

There may be Native American tribes, community groups or other local agency governments that may become involved as a result of the proposed Project. The Consultant shall incorporate their involvement as necessary.

#### C. Knowledge of Local Assistance Process

All funding requests, reimbursements and approvals of key milestones are approved through the District Local Assistance Engineer (DLAE) or his representative. Therefore, it is important for the consultant to know the Local Assistance process to help facilitate the project approvals.

## V CCOG RESPONSIBILITIES

CCOG has been designated the lead agency for the project approval and environmental documentation (PA&ED) portion of this Project and it is anticipated for CCOG to become responsible for plans, specifications and estimates (PS&E) for this Project. Caltrans will approve PA&ED documents and PS&E deliverables. It is anticipated Caltrans may acquire right of way (R/W) and relocate utilities, advertise, award, construct and perform construction engineering activities. CCOG will:

1. Coordinate and administer programming and allocation of funds for the described Project through State and Federal funding sources.
2. Coordinate with consultant in leading discussions during PDT meetings and reviews of Project alternatives.
3. Coordinate transmittal of all documents to Caltrans for review as required.

**VI DOCUMENTS AVAILABLE FOR REVIEW**

1. All current information is available for downloading at the CCOG *ftp* website address <ftp://137.164.254.58/>, username - CCOG, password - cogdog49. The ftp website has 3 folders which are:
  - RFQ for Wagon Trail Realignment
  - Quantm
  - RTP (Regional Transportation Plan)

The documents included in the RFQ Wagon Trail Realignment folder contain the following:

- Project Study Report (Project Development Study) (PSR/PDS) on Route 4 in Calaveras County from East of Copperopolis to West of Altaville (Angels Camp) dated 6-29-01 (multiple pages for text and maps)
- Fehr and Peers Technical Memorandum – Review of SR 4 Wagon Trail Expressway PSR
- Project Study Report – Project Report on Route 4 near Angels Camp for Pool Station Curve Correction dated 6/28/07
- Caltrans Wagon Trail Expressway Project Points dated 09/04/02
- CCOG Preliminary PSR Review dated July 25, 2002
- Cooperative Agreement #10-183
- Cooperative Agreement #10-183A-1

The document in the Quantm folder contains a video about Quantm. The RTP folder contains the recently adopted Regional Transportation Plan.

Additional information may be available at the CCOG main website <http://www.calacog.org>.

**VII PROPOSED PROJECT BUDGET**

The following funding is currently programmed which CCOG intends to request allocation when the funding becomes available:

Public Lands Highway Discretionary (PLHD)	\$ 320,000	FY 06/07 (obtained)
Public Lands Highway Discretionary (PLHD)	\$ 710,000	FY 07/08
Regional Improvement Program (RIP)	\$ 200,000	FY 08/09
High Priority Project (HPP)	\$1,000,000	FY 09/10
<b>TOTAL</b>	<b>\$2,230,000</b>	

The FY 06/07 funding has been obtained. The FY 07/08 funding will be requested upon contract approval with a consulting firm.

**ATTACHMENT “B”**  
**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CALAVERAS COUNCIL OF GOVERNMENTS**

**and**

**FIRM NAME**

**for**

**SR 4 WAGON TRAIL REALIGNMENT  
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**SR 4 WAGON TRAIL REALIGNMENT PA&ED**

**CALAVERAS COUNTY, CALIFORNIA**

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between CALAVERAS COUNCIL OF GOVERNMENTS, State of California, hereinafter referred to as the CCOG, and FIRM NAME, hereinafter referred to as the CONSULTANT.

**WITNESSETH**

THAT WHEREAS, the CCOG requires an independent consultant to provide the services necessary for SR 4 Wagon Trail Realignment Project Approval and Environmental Documentation (PA&ED).

WHEREAS, the CONSULTANT is duly licensed as a registered professional in the State of California and is qualified and experienced to provide such services.

NOW, THEREFORE, the CCOG and the CONSULTANT, for the consideration hereinafter named, agree as follows:

**I. WORK TO BE DONE:**

The scope of work shall include the specific work elements as described in "Attachment A" appended hereto. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

**II. TIME OF PERFORMANCE:**

Upon receipt of written authorization to proceed from the CCOG, the CONSULTANT shall commence immediately and shall complete the performance of its obligations under the Scope of Work within the time allowed, unless an extension of time is granted in writing by the CCOG. Said extension, if any, shall be granted only for good cause as determined at the sole discretion of the CCOG. The CCOG shall not withhold unreasonably its granting of extensions for delays which are beyond the control of the CONSULTANT.

All work covered under this Agreement shall be completed by December 31, 2011.

The CCOG observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. CCOG holidays and weekends shall not be counted as working days.

**III. PAYMENT FOR SERVICES:**

For the services described herein, CONSULTANT shall be compensated on a time and materials basis as described in Attachment B, Fee Schedule, appended hereto, for a total fee not-to-exceed \$\_\_\_\_\_ (spell out dollar amount).

Invoices shall be submitted by the CONSULTANT at monthly intervals and CCOG shall endeavor to have payment to the CONSULTANT within thirty (30) days after the CCOG receives and approves said invoices. The CONSULTANT shall maintain accounting records and any other evidences pertaining to the cost incurred on the Project and shall make the records available to the CCOG, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment.

**IV. INSPECTION OF SERVICES:**

Duly authorized representatives of the CCOG shall have right of access to the CONSULTANT'S plans, files, and other records relating to the Project included in this AGREEMENT and may review services at appropriate stages during performance of this AGREEMENT.

**V. NUMBER OF DOCUMENTS:**

CONSULTANT shall provide the CCOG with originals of all deliverables in hard copy and electronic form, and shall provide the CCOG with copies of all field notes, sampling and testing data, engineering reports, and other work products associated with the completion of work as described in Attachment A.

**VI. OWNERSHIP OF DOCUMENTS:**

All field notes, tracings, plans, specifications, maps, correspondence, sampling information, analytical laboratory data, reports, and other documentation prepared or obtained by the CONSULTANT under the terms of this AGREEMENT shall be the sole property of the CCOG, without restriction or limitation on their use. Nothing contained within this provision is intended to limit CONSULTANT'S rights, ownership and use of CONSULTANT'S designs, data, evaluations and instruments of service in accordance with usual custom and practice in connection with the provision of professional services.

If any of these field notes, tracings, plans, specifications, maps, correspondence and other documentation prepared under the terms of this AGREEMENT are used for any future work other than that specified herein, and if such documents are used without the CONSULTANT'S written acknowledgment, the CONSULTANT shall be relieved of any liability caused by the use of same.

**VII. COVENANT AGAINST CONTINGENT FEES:**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this AGREEMENT. For breach or violation of this warranty, the CCOG shall have the right to annul this AGREEMENT



without liability, or use its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **VIII. STANDARD OF CARE**

All documents and products shall be in conformity with applicable State and Federal regulations and shall be consistent with established standards for professional services.

### **IX. CHANGES IN SERVICES:**

No change in the character or extent of the services to be performed by the CONSULTANT shall be made except by Supplemental Agreement, in writing and in advance of changes in services, between the CCOG and the CONSULTANT. The Supplemental Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the CCOG to the CONSULTANT, if any.

### **X. TERMINATION OR ABANDONMENT:**

A. The CCOG reserves the right, by giving written notice to the CONSULTANT, to terminate this AGREEMENT or to suspend or abandon all or a portion of the Project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the CCOG, the CCOG shall pay the CONSULTANT only for services rendered or expenses incurred under this AGREEMENT up to the time that the CONSULTANT received written notice of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

### **XI. NOTICES:**

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

Calaveras Council of Governments  
P.O. Box 280  
San Andreas, CA 95249  
Attn: Timothy J. McSorley  
Executive Director

FIRM NAME  
(address)

Phone: (209) 754-2094  
Fax: (209) 754-2096

Phone:  
Fax:

## **XII. INDEMNITY AND INSURANCE:**

CONSULTANT acknowledges and agrees that he/she is an independent contractor in the performance of this AGREEMENT and is not and shall not be an employee of the CCOG. CONSULTANT agrees to defend, indemnify and save harmless the CCOG, its Officers, Agents and Employees from any and all claims or losses for damage from death and/or injury to persons or physical damage of properties resulting from any negligent act, error or omission of CONSULTANT or his/her employees in the performance of the services under this AGREEMENT, except for claims or losses due to the negligence by the CCOG, its Officers, Agents or Employees.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during his performance of this AGREEMENT, a policy of liability insurance issued by an insurance company acceptable to CCOG and an admitted California surety or insurance company, and naming the CCOG, its Officers, Agents, Subcontractors and Employees as additional insured in amounts not less than:

1. \$500,000 for injury to or death of one person and, subject to such limitation for the injury to or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident.
2. \$500,000 for damage to or destruction of any property of others.
3. Or as an alternative to 1 and 2 above, \$1,000,000 bodily injury and property damage combined.
4. Automobile liability shall be included in the above.

The above referenced policy of insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given CCOG at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be cancelled before completion of said work, CCOG may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due CONSULTANT.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during his/her performance of this AGREEMENT a policy of Worker's Compensation or employer's liability insurance, issued by an insurance company acceptable to CCOG for the protection of his employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to CCOG in the amount of one million dollars (\$1,000,000).

Before CONSULTANT shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this

AGREEMENT, CONSULTANT shall deposit or cause such subcontractor to deposit a certificate evidencing each policy of insurance required by this AGREEMENT with CCOG.

**XIII. GENERAL COMPLIANCE WITH LAWS:**

The CONSULTANT shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

**XIV. SUBLETTING AND PERSONNEL ASSIGNMENTS:**

The CONSULTANT acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited. Personnel assigned, as specified in Attachment C, Personnel Assignments shall not be altered without prior written approval of the CCOG.

**XV. PROFESSIONAL'S CERTIFICATION:**

The assigned professional shall be required to certify all reports and other documents furnished to the CCOG under this AGREEMENT to the extent required by the Professional Engineer's Act and the Land Surveyor's Act of the State of California, and usual custom and practice for similar services.

**XVI. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964:**

During the performance of the work covered by this AGREEMENT, the CONSULTANT shall comply with applicable provisions of the Civil Rights Act of 1964.

**XVII. GOVERNMENT CODE SECTION 7550:**

The CONSULTANT acknowledges his/her obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

**XVIII. SUCCESSOR AND ASSIGNS:**

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

**CALAVERAS COUNCIL OF GOVERNMENTS**

**(FIRM NAME)** \_\_\_\_\_

By \_\_\_\_\_  
Timothy J. McSorley, Executive Director

By \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chair, Calaveras Council of Governments

Date: \_\_\_\_\_

\_\_\_\_\_  
Melissa Eads  
Clerk to the Calaveras Council of Governments  
County of Calaveras, State of California

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- C. 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. ;
- D. A DBE must perform a commercially useful function, i.e., 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;
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

1. The Caltran's "Civil Rights" web site at:

<http://www.dot.ca.gov/hq/bep>.

2. The Caltran's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

- 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward 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 contract and of the general character described by the specifications.
- 2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. 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 on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
- 3. If the DBE is neither a manufacturer nor a regular dealer, count only 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 a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- G. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
  3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs;
  4. 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 contract;
  5. 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 a DBE;
  6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of 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, so 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.
- H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## Local Agency Bidder-DBE - Information

The successful bidder must execute and return the LOCAL AGENCY BIDDER – DBE INFORMATION form, even if no DBE participation will be reported.

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 PROJECT DESCRIPTION: \_\_\_\_\_  
 CONTRACT NUMBER: \_\_\_\_\_  
 FEDERAL-AID PROJECT NUMBER: \_\_\_\_\_  
 TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
 FEDERAL SHARE (For local agency to complete) : \$ \_\_\_\_\_  
 BID DATE: \_\_\_\_\_  
 BIDDER'S NAME: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs <sup>1</sup> (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE <sup>3</sup>
<p><b>IMPORTANT:</b> Identify all DBE firms being participating in the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the DBEs' quotes, and if applicable, a copy of joint venture agreements, pursuant to the Subcontractors Listing Law and the Special Provisions.</p> <p>1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p> <p>3. See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.</p>			Total Claimed Participation	\$ _____  _____ %
			_____ Signature of Bidder	
			_____ Person to Contact (Please Type or Print)	

Local Agency Bidder - DBE Information (Rev 5/01/06)

- Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.  
 (2) Copy - Include in award package to Caltrans District Local Assistance  
**(3) Original – Local agency files**

## LIST OF SUBCONSULTANTS

Name and Address

Description of Portion  
of Work Subcontracted

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL  
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE  
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.



## Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

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**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CALAVERAS COUNCIL OF GOVERNMENTS:

In conformance 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.

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## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, 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 conformance 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 or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Notes: Signing on the signature portion thereof shall also constitute signature of this Certification.

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## ATTACHMENT “C”

### **Professional Consultant Selection Procedure for Calaveras Council of Governments**

The Professional Consultant Selection procedures are established and set forth herein solely and exclusively for the purpose of aiding the CCOG in evaluating the proposals. These procedures do not create any rights for any persons or entities making submittals as a part of this process. CCOG retains the sole and complete discretion to select a consultant as it deems in the best interest of the CCOG. The CCOG reserves the right to reject any and all submittals.

Selection of Professional Services for contracts to exceed ten thousand dollars (\$10,000) shall be based upon written qualifications or proposals submitted to the appropriate review board consistent with the written request soliciting such offer of service. Proposals shall be submitted separately in two parts as follows:

#### PART I - Technical Proposal

The Technical Proposal shall deal with consulting firm's qualifications and Project requirements and the capability of the firm to deal with the Project as outlined. Special concerns requested in the request for Professional Services shall be addressed along with any other special Project requirement identified by the consulting firm. This portion of the submittal shall be used to rank all those received for ultimate selection. A review Board shall be formed composed of professional members of the CCOG and professional members of Caltrans. Selection of the Review Board shall be at the option of the Executive Director. The Review Board shall, in a professional manner, review each submittal and rate them in an acceptable manner to identify and rank the submittals in a selection order. After establishment of this selection order, the selected consulting firms will be asked to participate in an interview process.

#### PART II - Interview Process

The interview process shall include a presentation by the consulting firm on how they propose to approach the project including public, tribal and community involvement process. An appointed interview panel will ask interview questions. Specific questions will be asked concerning project understanding, public involvement process, preliminary design process, environmental process as well as other questions. The Statement of Qualifications and interview process will determine which firm will be asked to submit a fee proposal.

#### PART III - Fee Proposal

The fee proposal shall consist of a specific cost estimate that clearly outlines the method and amount in which the Professional Firm will be compensated for the work proposed. A charge-out rate sheet shall be attached to the fee proposal. No cost ranges shall be allowed in this proposal inasmuch as a comparison may be made with other offers. When the costs are within reasonable equity, not exceeding a ten percent (10%) differential, the selection may be based upon the technical proposal. When a cost differentiation exceeds ten percent



(10%), the Review Board may proceed with an interview with the top-ranking firm to negotiate a price within an acceptable range established by them. If the negotiation process is not successful, the next firm will be consulted and this procedure followed until a mutual agreement can be attained. Upon completion of the above procedure, the Review Board will make a recommendation to the Council.

PART IV - Consultant for Subsequent Phases of a Multiphase Contract

When a consultant is selected for the first phase of a multiphase Project, upon satisfactory completion of such first phase such consultant may be selected for performance of subsequent phases by the Council upon such terms and conditions as the Council may approve.