

# Quincy Engineering, Incorporated

## Exhibit B

### Rate Schedule

Labor by Classification	Hourly Rate
Principal in Charge/Senior Engineer QA/QC	\$62 - \$78
Project Manager	\$52 - \$67
Senior Engineer	\$47 - \$73
Associate Engineer	\$33 - \$57
Assistant Engineer*	\$26 - \$42
Senior Engineering Tech*	\$31 - \$47
Engineering Tech/Assistant*	\$19 - \$37
CAD Manager/Drafter 3	\$33 - \$52
CAD Tech*/Drafter 2	\$21 - \$33
Student Assistant/Intern*	\$16 - \$23
Administrative Assistant/Support Staff*	\$11 - \$37
Senior Project Manager	\$52 - \$78
Project Engineer	\$37 - \$75
Resident Engineer/Bridge Rep	\$42 - \$71
Senior Inspector*	\$37 - \$60
Inspector*	\$21 - \$47
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$39 - \$57
Associate Surveyor/Project Surveyor	\$36 - \$44
Survey Technician*	\$31 - \$40
<u>Surveying - Field Classifications</u>	
Party Chief*	\$39 - \$57
Instrumentman*	\$36 - \$44
Chainman/Rodman*	\$26 - \$40
One Man Crew*	\$39 - \$57
Two Man Crew*	\$73 - \$114
<b>Overhead Rate</b>	<b>179.4%</b>
<u>Other Direct Costs</u>	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.
Subconsultants	Cost
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Other Direct Costs	Cost
<u>Fee</u>	
Labor + Overhead	10%
Other Direct Costs	Cost

#### Notes:

\*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

\*\*Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus Overhead Rate plus Fee.

## Quincy Engineering, Incorporated

### Exhibit C

#### Cost Proposal\*

##### Scope of Work

Task 1	Project Management/Meetings	\$	129,248.00
Task 2	Aesthetic Concepts	\$	14,084.00
Task 3	Concept Alternatives Studies	\$	141,304.00
Task 4	Geotechnical Services	\$	-
Task 5	Initial Site Assessment (ISA)	\$	-
Task 6	Hydrology & Hydraulics	\$	-
Task 8	Initial Alternatives Screening	\$	2,154.00
Task 9	Secondary Bridge & Roadway Alternatives Studies & Estimates (Up to Five [5] Alternatives to 15%)	\$	98,693.00
Task 10	Secondary Alternative Screening	\$	27,882.00
Task 11	Draft Bridge & Roadway Alternatives Studies & Estimates (Three [3] Alternatives - Advanced Planning Studies & Geometric Approval Drawings to 30%)	\$	117,504.00
Task 12	Draft Project Approval Document	\$	35,941.00
Task 13	Public Outreach	\$	-
Task 14	Establish Environmental and Historical Concerns	\$	-
Task 15	Environmental Analysis	\$	-
Task 16	CEQA/NEPA Documentation	\$	-
Task 17	Final Project Approval Document - Project Report (PA & ED)	\$	6,979.00
Consultant Subtotal		\$	573,789.00

##### Subconsultants:

##### Mark Thomas & Company, Inc.

Task 3	Concept Alternatives Studies	\$	16,163.00
Task 9	Secondary Bridge & Roadway Alternatives Studies & Estimates (Up to Five [5] Alternatives to 15%)	\$	10,282.00
Task 11	Draft Bridge & Roadway Alternatives Studies & Estimates (Three [3] Alternatives - Advanced Planning Studies & Geometric Approval Drawings to 30%)	\$	8,084.00
	Other Direct Costs	\$	1,612.00
		\$	36,141.00

##### International Bridge Technologies, Inc.

Task 3	Concept Alternatives Studies	\$	16,837.00
Task 9	Secondary Bridge & Roadway Alternatives Studies & Estimates (Up to Five [5] Alternatives to 15%)	\$	16,837.00
Task 11	Draft Bridge & Roadway Alternatives Studies & Estimates (Three [3] Alternatives - Advanced Planning Studies & Geometric Approval Drawings to 30%)	\$	16,837.00
	Other Direct Costs	\$	5,000.00
		\$	55,511.00

Taber Consultants

Task 4	Geotechnical Services	\$	34,520.00
	Other Direct Costs	\$	490.00
		\$	35,010.00

Youngdahl Consulting Group, Inc.

Task 4	Geotechnical Services	\$	44,729.00
Task 5	Initial Site Assessment (ISA)	\$	2,988.00
	Other Direct Costs	\$	2,030.00
		\$	49,747.00

WRECO

Task 6	Hydrology & Hydraulics	\$	16,477.00
	Other Direct Costs	\$	811.00
		\$	17,288.00

Y&C Transportation Consultants, Inc.

Task 11	Draft Bridge & Roadway Alternatives Studies & Estimates (Three [3] Alternatives - Advanced Planning Studies & Geometric Approval Drawings to 30%)	\$	4,915.00
	Other Direct Costs	\$	84.00
		\$	4,999.00

AIM Consulting

Task 13	Public Outreach	\$	34,980.00
	Other Direct Costs	\$	1,830.00
		\$	36,810.00

ICF International

Task 14	Establish Environmental and Historical Concerns	\$	20,022.00
Task 15	Environmental Analysis	\$	145,934.00
Task 16	CEQA/NEPA Documentation	\$	43,692.00
	Other Direct Costs	\$	18,931.00
		\$	228,579.00

Design Workshop

Task 2	Aesthetic Concepts	\$	45,842.00
	Other Direct Costs	\$	2,079.00
		\$	47,921.00

Subconsultant Subtotal \$ 512,006.00

<u>Quincy Engineering, Incorporated - Other Direct Costs</u>	\$	6,201.00
	\$	6,201.00

Supplemental Item of Work Estimate - Task 7 -Traffic Analysis

Fehr & Peers - Subconsultant	\$	9,186.00
Other Direct Costs	\$	730.00
	\$	9,916.00

**Optional Services - Task Orders and/or Work Orders**

\$ 102,922.00  
\$ 102,922.00

**Total Proposed Agreement Budget Cost Estimate \$ 1,204,834.00**

\*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Other Direct Costs, Supplemental Item of Work Estimate, and Optional Services identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's tasks or items of work (subconsultant direct costs) and subconsultant's Other Direct Costs and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Quincy Engineering, Incorporated

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XXIV, Interest of Consultant, in the space provided below, and on supplemental sheets as necessary, (a) Consultant shall disclose any financial, business or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project; and (b) Consultant shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project.

None.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

John S. Quincy  
Signature

John S. Quincy  
Name

President  
Title

Quincy Engineering, Inc.  
Company Name

5/21/14  
Date

**Quincy Engineering, Incorporated**

**Exhibit E**

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the President and duly authorized representative of the firm of Quincy Engineering, Incorporated, whose address is 11017 Cobblerock Drive, Suite 100, Rancho Cordova, California 95670, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

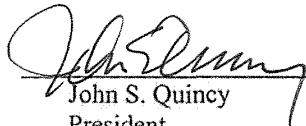
(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, 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.

5/21/14  
(Date)

  
John S. Quincy  
President

Quincy Engineering, Incorporated  
Exhibit F


Local Assistance Procedures Manual

EXHIBIT 10-01  
Local Agency Consultant DBE Commitment

**EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT**

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>El Dorado County</u>			
2. Project Location: <u>El Dorado County</u>			
3. Project Description: <u>RFP: Mosquito Road Bridge Replacement</u>			
4. Consultant Name: <u>Quincy Engineering, Inc.</u>			
5. Contract DBE Goal %: <u>5.7%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	Aim Consulting, 2523 J Street, Suite 201 Sacramento, CA 95816 (916) 442-1168	Caltrans #35954	>3.3%
Environmental	Terry A. Hayes Associates, Inc., 8522 National Blvd. #102 Culver City, CA 90232 (310) 839-4200	Los Angeles County MTA #40312	> 1.3%
Hydrology/Hydraulics	WRECO, 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	BART #30066	> 1.5%
Electrical Engineering/Signing & Striping	Y&C Transportation Consultants, 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	Caltrans #28989	> 0.4%
Local Agency to Complete this Section		10. Total % Claimed	<u>6.5 %</u>
16. Local Agency Contract Number: <u>#467-S1411</u>			
17. Federal-aid Project Number: <u>BRLO 5925(098)</u>			
18. Proposed Contract Execution Date: _____		11. Preparer's Signature	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		Howard Michael, P.E.	
19. Local Agency Representative Name (Print) <u>Janel Gifford</u>		12. Preparer's Name (Print) <u>Project Manager</u>	
20. Local Agency Representative Signature		13. Preparer's Title	
Office Engineer		2/22/2013 (916) 368-9181	
22. Local Agency Representative Title		14. Date	
(530) 621-5974		15. (Area Code) Tel. No.	
23. (Area Code) Tel. No.			

Distribution: (1) Original - Submit with Award Package

(2) Copy - Local Agency files

Quincy Engineering, Incorporated  
OB 12-04


Page 1 of 5

#467-S1411  
Exhibit F Page 1

**Quincy Engineering, Incorporated**

**Exhibit F**

**Local Agency Proposer DBE Information (Consultant Contracts)**

<b>NOTE: PLEASE REFER TO INSTRUCTIONS ATTACHED HERETO</b>				
LOCAL AGENCY: <u>County of El Dorado - Transportation Division</u>			LOCATION: <u>El Dorado County</u>	
PROJECT DESCRIPTION: <u>Mosquito Road Bridge at South Fork American River</u>				
TOTAL CONTRACT AMOUNT: \$ <u>1,244,834</u>				
PROPOSER'S NAME: <u>QUINCY ENGINEERING, INC.</u>				
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
TASK 6	HYDRAULICS & HYDROLOGY	BRD #30466	WIRECO, 1243 ALPINE RD STE 108 WALNUT CRK CA 94596 (925) 941-0017	\$17,288
TASK 15	ENVIRONMENTAL	LA Co. #40312	TERRELL HAYES ASSOC NATIONAL BLDG. #102 CULVER CITY, CA 90230 (310) 839-0200	\$14,125
TASK 11	ELEC. / SIGNING & STRIP.	CALTRANS #28989	Y&C TRANSP. CAL. 3250 POMONA CR. SAC. CA. 95827 (916) 366-8000	\$4,999
<b>For Local Agency to Complete:</b> Local Agency Contract Number: <u>(Consultant AGMT#): #467-S1411</u> Federal Aid Project Number: <u>BRLO 5925 (098)</u> Federal Share: 100% Contract Award Date: _____ Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.  <div style="display: flex; justify-content: space-between;"> <div> <u>Sherrie Busby</u>            Print Name            Local Agency Representative            (Area Code) Telephone Number: <u>(530) 621-5984</u> </div> <div>           Signature _____ Date _____         </div> </div>				
<b>For Caltrans Review:</b>  <div style="display: flex; justify-content: space-between;"> <div>           Print Name _____            Caltrans District Local Assistance Engineer         </div> <div>           Signature _____ Date _____         </div> </div>			Total Claimed DBE Participation _____  Total % of DBE _____  Signature of Proposer:  <u>5/22/14</u> <u>916-368-9181</u> Date (Area Code) Tel. No. <u>HOWARD MICHAEL</u> Person to Contact (Please Type or Print)	
Local Agency Proposer - DBE Information (Consultant Contracts) (Rev 6/27/09)				

Distribution: Original - Local agency files





Quincy Engineering, Incorporated

Exhibit F

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**

TO SUCCESSFUL PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE  
INFORMATION ON THE DBE INFORMATION FORM AND SUBMIT FORM TO  
COUNTY AS NOTED BELOW

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Total Contract Amount, 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. The DBE shall provide a certification number to the prime consultant. Enter the DBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of Certified DBEs to perform the work (must be certified on the date the proposal is due and include DBE address and phone number).

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

Local Agency Proposer DBE Information (Consultant Contracts) form must be signed and dated by the successful proposer and submitted with executed contract to County. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, local agencies should** complete the Contract Number, Federal-aid Project Number, Federal share, and Contract Award Date 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 agreement execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

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

Quincy Engineering, Incorporated

Exhibit F

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
(DBE), FIRST-TIER SUBCONSULTANTS

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3980 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.		ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONSULTANT				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL 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		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____ UDBE			TOTAL	\$	\$	\$	\$	\$		BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	
<p>List all First-Tier Subconsultants, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) 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 back of form. List actual amount paid to each entity.</p>											
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
DOT PROJECT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		

Copy Distribution-Caltrans contracts:  
Copy Distribution-Local Agency contracts:

Original - District Construction  
Original - District Local Assistance Engineer  
(submitted with the Report of Expenditure)

Copy- Business Enterprise Program  
Copy- District Local Assistance Engineer

Copy- Consultant  
Copy- Local Agency file

Quincy Engineering, Incorporated

Exhibit F

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**  
**FIRST-TIER SUBCONSULTANTS**  
CEM-2402F (REV 03/2009)

**INSTRUCTIONS**

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime consultants are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE and UDBE, access the Department of Transportation, Office of Civil Rights website at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) or call toll free (866) 810-6346 or (916) 324-1700.

If a consultant performing work as a DBE and UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this consultant under the appropriate DBE and UDBE identification column. If a sub-consultant performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime consultant made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime consultants are required to show the date of work performed by their own forces.

The consultant and the project engineer sign and date the form indicating that the information provided is complete and correct.

---

**COMMENT SECTION**

---

# **Quincy Engineering, Incorporated**

## **Exhibit G**

### **FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, Consultant will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Consultant's consultants and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

4. Consultant will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

#### **5. Remedies for Willful Violation:**

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code

## **Quincy Engineering, Incorporated**

### **Exhibit G**

Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Consultant the difference between the price named in the Agreement and the actual cost thereof to County to cure Consultant breach of this Agreement.

# **Quincy Engineering, Incorporated**

## **Exhibit H**

### **NONDISCRIMINATION ASSURANCES**

Consultant hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Consultant hereby gives assurance that Consultant will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for proposals for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

## Quincy Engineering, Incorporated

### Exhibit H

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Consultant with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out



## **Quincy Engineering, Incorporated**

### **Exhibit H**

its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

## Quincy Engineering, Incorporated

### Appendix A to Exhibit H

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Consultant") agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the ns.

(3) **Solicitations for Sub-agreements, including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Consultant was made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

## **Quincy Engineering, Incorporated**

### **Appendix A to Exhibit H**

Consultant shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**Quincy Engineering, Incorporated**

**Appendix B to Exhibit H**

**(Not Applicable)**

**Quincy Engineering, Incorporated**

**Appendix C to Exhibit H**

**(Not Applicable)**

**Quincy Engineering, Incorporated**

**Appendix D to Exhibit H**

**(Not Applicable)**

# Quincy Engineering, Incorporated

## Exhibit I

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <u>N/A</u> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <u>N/A</u>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> <u>N/A</u>  <b>8. Federal Action Number, if known:</b> <u>N/A</u>	<b>7. Federal Program Name/Description:</b> <u>N/A</u> CFDA Number, if applicable _____ <b>9. Award Amount, if known:</b> <u>N/A</u>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) <u>N/A</u> <b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ <u>N/A</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <u>N/A</u> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>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.</b>		
Signature: <u>John S. Quincy</u> Print Name: <u>John S. Quincy</u> Title: <u>President</u> Telephone No.: <u>916-368-9181</u> Date: <u>5/21/14</u>		Authorized for Local Reproduction  Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Quincy Engineering, Incorporated

Page 1 of 2

#467-S1411  
Exhibit I

**NOTE:** THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS ACTIVITY AS WE DO NOT ENGAGE IN LOBBYING ACTIVITIES.

# Quincy Engineering, Incorporated

## Exhibit I

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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



# Quincy Engineering, Incorporated

## Exhibit J

### IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

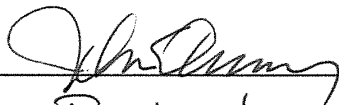
As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: (i) I am duly authorized to execute this certification on behalf of Consultant; and (ii) the option checked below relating to Consultant's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ Consultant is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ County has exempted Consultant from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, County will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

Signed   
Titled President  
Firm Quincy Engineering Inc  
Date 5/21/14

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Agreement amount, termination of the Agreement and/or ineligibility to bid on public contracts for three (3) years.

---

## FEASIBILITY ANALYSIS FOR CONTRACTING OUT FOR PROFESSIONAL SERVICES


---

The following questions are intended to guide the Department in determining if it is feasible to perform work with contract services versus using in-house labor in order to comply with the County Charter.

"YES" to any question (1) through (6) means an economic analysis is not required.

"YES" to any question (7) through (9) means an economic analysis may be required (an economic analysis may address a specific contract, or it may be appropriate to refer to a previously prepared long-range economic analysis which identifies a sustainable staffing level plan).

### COMPLETE QUESTIONS (1) THROUGH (6):

- (1) Does the nature of the work involve emergency services (i.e., issues related to health and safety) where existing County staff cannot perform the work in the time required? YES \_\_\_\_\_ NO X
- (2) Is the contract with or among other governmental entities or agencies? If "YES," specify. YES \_\_\_\_\_ NO X
- (3) Is there legislative authority or other mandates that the service be performed by independent contractors? If "YES," what is the authority? YES \_\_\_\_\_ NO X
- (4) Is a contract necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective? If "YES," explain. YES \_\_\_\_\_ NO X
-  **STOP –If the answer to any of the above questions (1) through (4) is "Yes," skip questions (5) & (6) and proceed to answer questions (12) and (13). If the answers to all questions (1) through (4) are "No," proceed to answer questions (5) & (6).**
- (5) Are there specialty skills required for the performance of work which are not expressly identified in County classifications (be sure to consider entire County, not just the contracting department)? If "YES," describe. YES X NO \_\_\_\_\_  
Specialty skills not possessed by County staff include the performance of complex reviews, identifying the best alternatives for bridge replacement, creation of technical reports and environmental documents and specialty studies necessary to comply with state and federal environmental requirements
- (6) Is the ongoing aggregate of work to be performed under this contract or contract amendment not sufficient to warrant addition of permanent staff? If "YES," explain. YES X NO \_\_\_\_\_  
The services provided are temporary, sporadic and specific to a bridge project. Most of the services require specialty skills and/or qualifications which cannot be provided by County staff.

If "YES" to any of questions (1) through (6), an economic analysis is not required; skip questions (7) through (11), and proceed to answer questions (12) and (13).

If "NO" to all questions (1) through (6) answer questions (7) through (11), and complete an Economic Analysis.

**FEASIBILITY ANALYSIS (continued)**

(if required, answer questions 7 through 11, then complete an Economic Analysis)

- (7) Are there legislative, administrative or legal goals and purposes that cannot be accomplished through the use of persons other than independent contractors? (County Counsel will provide clarification on what items would be included in this category) YES \_\_\_\_\_ NO \_\_\_\_\_
- (8) Has there been an inability to hire qualified personnel as evidenced by past recruitments? YES \_\_\_\_\_ NO \_\_\_\_\_
- (9) Is there a critical deadline (other than for health, safety or welfare) for the performance of this work? If "YES", describe the nature of the deadline and consequences of not performing work by a certain deadline. YES \_\_\_\_\_ NO \_\_\_\_\_
- (10) Is the nature of the work temporary or occasional? YES \_\_\_\_\_ NO \_\_\_\_\_
- (11) Will a contractor provide equipment, materials, facilities, administration or support services related to providing work that may not feasibly be provided by the County? (see Economic Analysis form for more detail) YES \_\_\_\_\_ NO \_\_\_\_\_

**PROCESSING ISSUES:**

(answer questions 12 and 13, whether or not an Economic Analysis was necessary)

- (12) Is the work to be performed expressly identified or described in classifications assigned to bargaining units? YES X NO X UNSURE \_\_\_\_\_

Briefly describe the work to be performed:

The management of final studies, reports and surveys may be considered Bargaining Unit work. The remainder of the work consists of identifying alternatives for bridge replacement; familiarity with State and Federal environmental procedures; preparation of an Environmental Impact Report; and work with the public and stakeholders.

- (13) Does the work performed in this contract, or the aggregate amount performed by this contract with any amendments, exceed a total of \$40,000? YES X NO \_\_\_\_\_

**STOP****Contract Services Unit will complete #14 below:**

- (14) If answering "YES" or "UNSURE" to either question (12) or question (13), have you contacted Human Resources? YES X NO \_\_\_\_\_

Date contacted: 03/14/14 What was the result?

---

---

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN PREVIOUSLY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability Policy excludes claims arising out of the performance of professional services.

Ref: Agreement for Services #467-S1411 (CDA 14-53853) Mosquito Road Bridge.

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: The County of El Dorado, its officers, officials, employees and volunteers and any other person named in the written contract between the Named (See Attached Descriptions)

ACORD 25-S (7/97) 1 of 2 #S895680/M895384

## DESCRIPTIONS (Continued from Page 1)

Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08.

Insured: Quincy Engineering, Incorporated  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBALQ0466  
Policy Effective Date: 04/20/13  
Additional Insured:  
The County of El Dorado, its officers, officials, employees and volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

POLICY NUMBER: BA6C029955

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

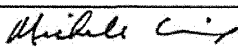
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/27/14	
Named Insured Quincy Engineering, Incorporated	Countersigned by  (Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

The County of El Dorado, its officers, officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

YEAR

CALIFORNIA FORM

**2014 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Quincy Engineering Incorporated

Payee

Name

Quincy Engineering Incorporated

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

6 8 - 0 2 6 9 3 1 2

Address (apt./sle., room, PO Box, or PMB no.)

11017 Cobblerock Drive, Suite 100

City (If you have a foreign address, see instructions.)

Rancho Cordova

State

CA

ZIP Code

9, 5 6 7 0

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or limited liability companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

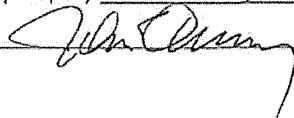
**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) John S. Quincy

Telephone (9 16) 368-9181

Payee's signature ▶



Date 2/25/14





**County of El Dorado**  
OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA  
Auditor-Controller

BOB TOSCANO  
Assistant Auditor-Controller

**PAYEE DATA RECORD**

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado)  
Version: June 2011

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD). See reverse side for more information and Privacy Statement.		
2	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) Quincy Engineering Incorporated		
	<b>INDIVIDUALS AND SOLE PROPRIETORS - ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)		<b>PHONE NUMBER:</b> 916/368-9181
	<b>MAILING ADDRESS</b> 11017 Cobblersrock Drive, Suite 100		<b>BUSINESS ADDRESS</b> 11017 Cobblersrock Drive, Suite 100
	<b>CITY, STATE, ZIP CODE</b> Rancho Cordova, CA 95670		<b>CITY, STATE, ZIP CODE</b> Rancho Cordova, CA 95670
3	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 68 - 0269312		<b>NOTE:</b> Individuals and sole proprietors are required to provide their SSN (FEIN may be provided in addition to but not in lieu of the SSN)
<b>PAYEE ENTITY TYPE</b>	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION:		
<b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHER		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <b>ENTER SOCIAL SECURITY NUMBER:</b> - - - - - (SSN required by authority of California Revenue and Tax Code Section 18646)		
4	<b>Applicable only if the business address provided in Part 2 is not a physical California address</b> <b>NOTE:</b> If you are a California nonresident providing services to County of El Dorado in California, seven percent (7%) of the payment will be withheld and remitted to the California Franchise Tax Board (FTB) unless you are exempt or have obtained a waiver from FTB. Mark if any of the following apply: <input type="checkbox"/> Exempt from withholding of California income (attach California Form 590) <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy) If you are a California nonresident and charge California sales tax, a valid California sales tax permit number is required: - - - - -		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of El Dorado at the address listed below.		
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) John S. Quincy		<b>TITLE</b> President
	<b>SIGNATURE</b> 	<b>DATE</b> 2/25/14	<b>TELEPHONE</b> 916/368-9181
6	<b>Please return completed form to:</b> <b>Department/Office:</b> Community Development Agency-Contract Services Unit <b>Mailing Address:</b> 2850 Fairlane Court <b>City/State/Zip:</b> Placerville, California 95667 <b>Telephone:</b> 530 621 5102 <b>Fax:</b> 530 626 387		



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
360 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSALS #13-918-038**

**DUE: 3:00 p.m., February 1, 2013**

Sealed Proposals must be clearly marked on the outside of the package with:

**"RFP #13-918-038: MAILROOM DO NOT OPEN"**

  
Purchasing Agent

---

**BRIDGE REPLACEMENT STUDY UPDATE AND PROJECT APPROVAL & ENVIRONMENTAL  
DOCUMENT (PA & ED) MOSQUITO ROAD BRIDGE AT  
THE SOUTH FORK OF THE AMERICAN RIVER**

The County of El Dorado Office of Procurement and Contracts, on behalf of its Transportation Department (also referred to as "County"), is requesting proposals for services to review and update the previously completed Bridge Replacement Study and perform Project Approval and Environmental Document (PA&ED) services to replace the Mosquito Road Bridge (State Bridge 25C0061), crossing the South Fork of the American River.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

**Notice to Proposers**

***The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at***

***<http://edcapps.edcgov.us/contracts/bidresults.asp>***

***RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.***

## TABLE OF CONTENTS

- I. Introduction
- II. Project Summary
- III. Scope of Professional Services
- IV. County Responsibilities
- V. Project Schedule
- VI. Proposal Minimum Requirements
- VII. Proposers' Questions
- VIII. Proposal Submittal
- IX. Selection Criteria
- X. Selection Process
- XI. Valid Offer
- XII. County's Rights
- XIII. Contract Award
- XIV. Disadvantaged Business Enterprise (DBE) Participation
- XV. Conflict of Interest
- XVI. Public Records Act
- XVII. Business License Requirement
- XVIII. Public Agency

## ATTACHMENTS

- Attachment A Location Map
- Attachment B Bridge Record Plans (not a complete set)
- Attachment C Caltrans Bridge Inspection Report
- Attachment D Mosquito Road Bridge Replacement Study July 1993, Winzer & Kelly Consulting Engineers
- Attachment E Sample Budget Table Format
- Attachment F Sample Professional Services Contract
- Attachment G UDBE Forms  
(1. Notice to Proposers, Exhibit 10-1; 2. Good Faith Effort Form 15H; 3. Sample Subcontractor/DBE Agreement; 4. UDBE Commitment Form 10-01)

## I. INTRODUCTION

El Dorado County is inviting qualified firms to submit proposals to review and update the previously completed Bridge Replacement Study and perform Project Approval and Environmental Document (PA&ED) services to replace the Mosquito Road Bridge (State Bridge 25C0061), crossing the South Fork of the American River. The Project is located about 5.9 miles north of State Route 50 in Placerville and just south of the Community of Swansboro. The existing bridge was rated as "Structurally Deficient" in the Caltrans Bridge Inspection Report dated January 10, 2012. A copy of the report is attached for your information. In addition, a copy of the 1993 Bridge Replacement Study, prepared by Winzler & Kelly Consulting Engineers, is attached for your information.

The County is looking for a highly qualified firm with complete knowledge of Caltrans Structure Design procedures, Federal Highway Administration (FHWA) Local Assistance Highway Bridge Program (HBP) including implementation of the Use of Toll Credits In-Lieu of Non-Federal Share Match for Local Assistance Federal-aid Highway Projects (100% Funded Program). The firm must also have substantial experience in California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA) environmental review, documentation and permitting procedures, and the California Office of Historic Preservation (OHP) project development procedures. Experience in dealing with historic bridges, public outreach, preparation of environmental documents and bridges structures design is required.

Currently the bridge is a structurally deficient, single lane, wooden structure with extensive maintenance and safety concerns, which the County desires to replace with a modern structure meeting current design standards. In April of 2011 the County received Highway Bridge Program (HBP) funds to begin Preliminary Engineering.

The County's intention is to utilize a Bridge Replacement Study Update to identify the best alternatives for bridge replacement, sufficient to prepare the Environmental Document with design and construction phases to follow later. The combination of such efforts must comply with HBP requirements including the timely delivery of the project (10 year rule).

The Project is currently programmed in the HBP and authorized under the "100% Funded Program". All elements of the Project, including project contracting & administration, funding, reporting, project management, scheduling, environmental review and documentation, design, construction, construction management, post-construction mitigation, monitoring and other associated activities shall comply with the "HBP 100% Funded Program".

## II. PROJECT SUMMARY

### EXISTING FACILITY

The Mosquito Road Bridge (State Bridge No. 25C-61) is a historic, 140-foot long, 9 foot wide, single-lane timber suspension bridge spanning the South Fork of the American River. It was originally constructed in 1939, then extensively repaired in 1985, 1990, and recently in 2011. This limited capacity bridge connects Placerville with the Swansboro area via Mosquito Road. The surrounding terrain is mountainous, and the roads approaching the bridge are narrow and winding, with numerous switchbacks leading down the canyon to the American River.

Development north of the bridge, primarily in the Swansboro area, has made improved access a necessity. Existing conditions prevent fire equipment from using Mosquito Road Bridge, causing significant delays in response to mutual aid calls. During bridge closures, motorists cross the canyon to State Highway 193 via Rock Creek Road.

#### PROPOSED FACILITY

A 1993 Bridge Replacement Study (1993 Study) was prepared for the anticipated replacement of this bridge. As design standards, construction techniques, environmental conditions, and the needs of the County have changed, a review of this document and identification of potentially superior alternatives is required.

This Bridge Replacement Study Update must address the improvements necessary for the existing facility to meet current and future needs. The cost and benefit of each alternative considered must be determined and included. Upon completion of the Bridge Replacement Study Update, the preparation of an Environmental Document will be required to identify the ultimate structure replacement alternative.

### **III. SCOPE OF PROFESSIONAL SERVICES**

The selected Consultant shall provide all services necessary for the preparation of this Bridge Replacement Study Update and Environmental Document.

#### Determine The Deficiencies And Site Constraints

1. Meet with County personnel and representatives from Caltrans, and other jurisdictional agencies or organizations to discuss structural and operational concerns.

#### Public Outreach

Prior to award of the consultant contract; the County will have conducted an initial public scoping meeting to present the Project's goals and objectives and to gain consensus on the Project's approach. The results of this scoping meeting (summary of comments, list of attendees, etc.) will be made available to the Consultant to allow for the consideration and possible integration of suggestions from the public into the Project's design development.

After the initial scoping meeting, the County anticipates the public outreach to be a joint effort between County and Consultant staff. The utilization of a separate public relations sub consultant is not anticipated.

A second open house will be held later in the Project to provide the public with an overview of the Draft Bridge Study in order to obtain feedback and input prior to drafting the Final Study. The Consultant will also develop and maintain a Project Interested Party List for distribution of Project information and public notices.

Meetings will also be necessary with multiple agencies and organizations to gain their input. The Consultant will assist County DOT by coordinating these meetings, making presentations, and compiling the results.

Establish Environmental And Historical Concerns

1. There are multiple environmental concerns involved in the Project site. Identify the potential impacts and mitigation for each alternative and provide a clear summary to the DOT Project Coordinator. Also determine the measures and conditions that mitigate problems identified for each alternative.

Establish Alternatives

1. Identify the feasibility of existing alternatives along with development of potentially superior alternatives to improve the route and structure deficiencies. Close coordination with DOT is needed during this task.
2. Consider the preliminary impacts from a geologic, seismic, and hydrologic point of view for each alternative.
3. The Consultant shall determine, develop, and submit a final list of alternatives to County DOT for consideration.

Prepare Bridge Replacement Study Update

1. Produce a Bridge Replacement Study Update, identifying the current feasibility of the proposed alternatives identified in the 1993 Study, identify any new and superior alternatives, and provide recommendations for the preferred alternative.

Environmental Analysis

1. The Consultant shall complete a Field Review Form and Preliminary Environmental Studies (PES) package and submit them to Caltrans. No preliminary design work, environmental studies, or preliminary right of way work should begin until Caltrans' concurrence on the submitted documents has been received.
2. Once the County has selected a preferred alternative, the Consultant shall prepare all environmental documents for full compliance with both NEPA and CEQA.

Typical environmental tasks include, but are not limited to:

- a. Compile and review existing documents, data and information
- b. Coordinate applicable public outreach
- c. Recommend type of document needed
- d. Prepare Preliminary Environmental Studies
- e. Prepare Area of Potential Effect (APE) map and Administrative and Draft Initial Studies
- f. Prepare Technical Studies (including, but not limited to, frog, fish, etc.)
- g. Respond to questions and make the appropriate revisions to reports based upon Regulatory Agencies' Comments
- h. Prepare final documents and copies for distribution, including Mitigation and Monitoring Plan, if appropriate

- i. Respond to comments received
- j. Obtain all the necessary regulatory permits and approvals

Deliverables

- Three draft copies of each report and study required for NEPA and CEQA
- Two copies of the APE map
- One copy of each comment letter
- Two draft copies of response letters
- Two draft copies of mitigation measures
- Two final copies of each report and study required for NEPA and CEQA
- Two final copies of response letters
- Two final copies of mitigation measures
- One copy of each permit required including supplemental information
- Any additional copies of the reports required by Caltrans and FHWA

**IV. COUNTY RESPONSIBILITIES**

The County will assign a Project Coordinator with responsibility for overall project management, for schedule review and approvals, for timely review and approval of project submittals, and for project coordination, including coordination with other regulatory agencies, Consultant, El Dorado County Board of Supervisors, the El Dorado County Transportation Commission and the general public.

The County reserves the right to perform any portion of the Scope of Professional Services with County personnel, as the County may determine is necessary and appropriate, subject to the availability of resources.

**V. PROJECT SCHEDULE**

The current estimated project schedule is as follows:

Task	Estimated Date of Completion
Award Consultant Agreement	March 2013
Project Development Kick-off Meeting	March 2013
Bridge Replacement Study Evaluation	May 2013
Conduct Agency and Public Outreach	Spring/Summer 2013
Draft Bridge Replacement Study Update	June 2013
Final Bridge Replacement Study Update	July 2013
Prepare PES	June 2013

Task	Estimated Date of Completion
PES Approval	July 2013
Select Preferred Alternative	August 2013
Perform Environmental Document Studies	February 2014
Prepare Draft Environmental Document	June 2014
Prepare Final Environmental Document	August 2014

#### VI. PROPOSAL MINIMUM REQUIREMENTS

The selected Consultant(s) is/are expected to have a complete understanding of both County and Caltrans procedures and all applicable manuals necessary to complete the Scope of Professional Services.

Concise, responsive Proposals shall be bound and formatted on 8 ½" x 11" pages (portrait orientation). All Proposals must include the following:

1. A letter of transmittal identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute a contract with the County.
2. A description of the firm identifying the firm's primary services, and professional and support staff members.
3. A list of personnel to be assigned to the proposed Project and a resume of qualifications for each person to be used, including sub consultant personnel. An organizational chart shall also be provided including every person whose resume is provided and shall clearly show the function each person will be expected to fulfill.
4. If sub-consultants or joint consultants are proposed, describe any relevant association with the proposed sub-consultants. Provide examples of past projects on which the lead firm has worked with each sub-consultant. Indicate the percentage of the fee allocated for each participating consultant and/or sub-consultant.
5. A description of similar projects completed by the team including a client reference, phone number(s), and all consultant staff persons who worked on the project. Include an introductory narrative that describes the team's overall experience, particularly as it relates to the services proposed. Also include information on the specific project size, location, and the scope of work. Please note the estimated and actual budget, estimated and actual study cost, estimated and actual project delivery schedules, the original staffing and staffing at project completion.



6. A statement expressing the firm's understanding of, and general approach to, the proposed Project and associated issues. Also, describe the firm's understanding of key issues and its approach to resolving those issues.
7. A description of the firm's proposed Scope of Professional Services, including suggestions for streamlining the Scope of Professional Services. Teams/firms are encouraged to be creative in preparing Proposals that demonstrate the most effective procedure for producing the necessary products.
8. The Proposal must include a discussion of any other projects currently being undertaken by the firm/team that might result in delays to completing this Project on schedule.
9. Adherence to the Project Schedule will be of utmost importance. Prospective Consultants shall include a detailed "Tracking Gantt" chart schedule in the Proposal. The schedule shall be 18" X 24" color plot and will list sufficient activities to demonstrate an understanding of the process involved in delivering a project of this type. The schedule will show the critical path and all parallel paths. The schedule will identify the teams that will be assigned to deliver the various specialized deliverables
10. A statement acknowledging that the prospective Consultant has reviewed the language contained within the Sample Professional Services Contract (Attachment F) and that the prospective Consultant concurs with the provisions contained within said contract, and can/will meet the indemnity and insurance requirements without alterations to the County's standard agreement.
11. A Cost Proposal shall be provided in a separate sealed envelope. It shall include a cost estimate for the entire Project and for each activity identified in the prospective Consultant's Scope of Professional Services. The Cost Proposal shall directly correspond to the activities listed in the schedule discussed above. Cost Proposals shall also include a person-hour analysis table with job classifications in columns and tasks in rows for consultant and sub consultant personnel. The prospective Consultant and sub-consultant's current hourly fee schedule for personnel shall also be included.

#### **VII. PROPOSERS' QUESTIONS**

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on January 4, 2013**. All envelopes or containers must be clearly labeled **"RFP #13-918-038: QUESTION"** for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **January 11, 2013**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts  
360 Fair Lane  
Placerville, California 95667  
RFP #13-918-038: Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

#### **VIII. PROPOSAL SUBMITTAL**

Proposers must submit one (1) original and four (4) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "RFP #13-918-038: MAILROOM DO NOT OPEN", no later than 3:00 p.m. on February 1, 2013, to:

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Sue Hennike, Principal Administrative Analyst, at (530) 621-5577.

#### **IX. SELECTION CRITERIA**

Proposals will be evaluated based on the thoroughness, clarity, and quality of the material presented, with emphasis on:

1. Approach and understanding of work to be done

2. Experience with HBP projects
3. Specific technical geometric and structure design experience
4. Familiarity with State and Federal environmental procedures and documents (General CEQA/NEPA, Permitting Process)
5. Quality of staff for work to be done
6. Capability of developing innovative techniques such as designing unique solutions for sensitive areas, construction staging, or process streamlining.
7. Capability of working successfully with the public and local stakeholders.
8. Ability to meet schedule and budget targets
9. Team (including sub-consultants) work experience
10. Experience and ability to work with County as Project Manager

The selection criteria provided is to assist prospective Consultants and is not meant to limit other considerations that may be identified during the course of the selection process.

#### **X. SELECTION PROCESS**

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the consultants submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award.

A Consultant Selection Committee will be appointed by the County to evaluate the Proposals. It is anticipated that representatives from the County and other local government entities will conduct the evaluations. The Consultant Selection Committee may interview respondent firms during the selection process if it is determined to be necessary.

When evaluation of the Proposals and presentations has been completed, a Consultant will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Consultant. The County will then make recommendations for selection to the County Board of Supervisors, based on the selection criteria outlined in the preceding section.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.**

#### **XI. VALID OFFER**

Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

## **XII. COUNTY'S RIGHTS**

The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any irregularity or immaterial deviation in any proposal
3. Not enter into any agreement
4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Consultant is awarded the contract.

## **XIII. CONTRACT AWARD**

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the El Dorado County Board of Supervisors and is not in force until fully executed by that Board.

## **XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The resulting agreement will be subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the

policy of the County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds.

Prospective Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Prospective Consultants shall ensure that certified DBE firms have the opportunity to participate in the performance of the resulting agreement and prospective Consultants shall take all necessary and reasonable steps for such assurance.

The Notice to Proposers, included in Attachment F, outlines the requirements for the Proposer to either meet the UDBE goal or demonstrate Good Faith to meet the goal. The UDBE Goal for the Mosquito Bridge Project is 5.7%. The UDBE Commitment Form, Exhibit 10-01, the Good Faith Effort Form 15H, and a sample subcontractor/DBE agreement are also included under Attachment F for your convenience.

Please refer to the attached Sample Professional Services Agreement for further DBE information and requirements.

#### **XV. CONFLICT OF INTEREST**

Prospective Consultants warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Consultant's Proposal shall contain a statement to the effect that the Consultant is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFP.

#### **XVI. PUBLIC RECORDS ACT**

All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

#### **XVII. EL DORADO COUNTY WEB SITE REQUIREMENTS**

It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

#### **XVIII. BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

#### **XIX. PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

*Your participation in the RFP process is important to El Dorado County!*