

REQUEST FOR PROPOSALS

for

RESIDENT ENGINEER SERVICES

for the

**COVELO SR 162 CORRIDOR
MULTI-PURPOSE TRAIL**

in

MENDOCINO COUNTY

FOR:

MENDOCINO COUNCIL OF GOVERNMENTS

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Ukiah, CA 95482

May 20, 2022

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I. BACKGROUND

A. The Region

Round Valley is a remote area in the northeast corner of Mendocino County and includes both the community of Covelo and Round Valley Indian Reservation. The US Census Bureau estimates the population of Mendocino County at 91,305. The Round Valley Indian Reservation, the unincorporated community of Covelo and its surrounding area, which encompasses approximately 44 square miles, has a population of roughly 4,000 people. The Round Valley Indian Reservation is the second largest Reservation in California, in terms of population, with approximately 2,800 members living in the area.

The SR 162 corridor serves as Main Street through Covelo and is the primary north-south route between the town of Covelo and the Round Valley Indian Reservation's administrative services, including a health center and Tribal offices. The State highway acts as the central collector through the community, intersecting County roads, and creating a series of local access routes to schools, housing centers and other services.

B. Project Background

Route 162 is a two-lane, conventional highway with narrow or non-existent shoulders. Route 162 is classified as a major collector according to the California State Highway Log (2002). The current route concept for SR 162 is conventional two-lane highway. Within the project area, little or none of the route segment meets the standard roadway width for a conventional two-lane highway.

Non-motorized travel is an important form of transportation in Round Valley. Covelo and the Round Valley Indian Reservation are not served by public transportation. A large number of children, elderly and low-income residents use non-motorized travel modes. The Tribal Health Center is known to attract pedestrian mothers with their infants in strollers for regular visits. The need for safe pedestrian corridors was identified by local residents as a high priority in the Covelo/Round Valley Non-Motorized Needs Assessment and Engineered Feasibility Study (2014) and in Making Safe & Healthy Community Connections in Round Valley – Walk/Bike Path and Community Revitalization Strategy (2010) and is demonstrated by the high rate of injury and fatality accidents.

C. Organization and Management

Mendocino Council of Governments (MCOG) is a Joint Powers Agency comprised of the County of Mendocino, and the cities of Fort Bragg, Point Arena, Ukiah, and Willits and is the designated Regional Transportation Planning Agency (RTPA). Although primarily a planning agency, MCOG has undertaken this construction project due to the critical safety need.

II. PROJECT DESCRIPTION

INTRODUCTION

The Mendocino Council of Governments (MCOG) in partnership with the California Department of Transportation (Caltrans) and the Round Valley Indian Tribes has received grant funding for the design and construction of Phase I and Phase II of the Covelo SR 162 Corridor Multi-Purpose Trail. It is the intent of MCOG to have the project constructed in accordance with the project plans and specifications prepared for the project. The Consultant may also request to download a set of the 100% Not for Construction Plans and Specifications (see Exhibit F).

Location

This project is located within the community of Covelo, along the SR 162 Corridor. Phase I will run parallel to SR 162 from Howard Street to Biggar Lane (1.05 miles) with an east-west component connecting to Henderson Lane (0.5 miles). Phase II will run parallel to SR 162 from Biggar Lane to Hurt Road (0.5 miles). A location map with project layout is provided in Exhibit A.

Purpose

The purpose of this project is to reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the SR 162 Corridor and increase mobility options in the community. SR 162 serves as “Main Street” within the community of Covelo. The highway has no developed facilities for bicycles or pedestrians and the drainage ditches on both sides of the highway force non-motorized users to travel in the vehicle lanes. The project will link critical activity centers within the community, including schools, the downtown center, tribal facilities, and residential areas.

Funding

The project is funded through a combination of State and local funds. The proposer should be familiar with administering construction projects with state funds. State funding sources include the Active Transportation Program (ATP) and State Highway Operations and Protection Program (SHOPP). Therefore, the project is subject to the provisions of the most recent LAPM and LAPG.

Schedule

The tentative project schedule is as follows:

1. Proposals Due – June 20, 2022
2. RE Interviews (If Necessary) – June/July 2022
3. Award RE Contract – July 2022
4. Advertise Construction Contract – August 2022
5. Award Construction Contract – September 2022
6. Begin Construction – September/October 2022
7. End Construction – October 2023
9. Project Close Out – November 2023

It is anticipated that pre-construction services will begin immediately upon execution of the agreement and issuance of a Notice to Proceed, but that full time Resident Engineer services will not be required until the mobilization and commencement of construction and continue until completion of the project. Part-time and intermittent services will be required until acceptance of the project. We estimate approximately 180 working days for construction.

III. SCOPE OF WORK

General Scope

The general scope of work is for Resident Engineer Services for construction of Phase I and Phase II of the Covelo SR 162 Corridor Multi-Purpose Trail. Such services will include pre-bid review, record keeping, permit compliance oversight, review of contract modifications, regular project meetings, and other standard RE functions. All work shall be performed under the guidance of the Local Assistance Procedures Manual. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT. See Exhibit B for the full Scope of Services to be performed by CONSULTANT.

As part of a partnership with Caltrans, certain tasks that relate to the RE tasks will be performed by Caltrans. These include daily inspections, testing, and archaeological services. These tasks will *not* be completed by CONSULTANT, however, CONSULTANT will coordinate with Caltrans as appropriate. Some tasks may be shared. A table identifying responsible parties for each task is included in Exhibit B.

IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

A. Identification of Prospective Consultant

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contact if further information is desired.

B. Capabilities of Firm / Team

Provide a brief narrative of your firm's approach to the project. Provide relevant summaries of the firm's experience with similar projects. The summaries should include the dates and duration of the project, one reference and a brief description of the project.

C. Management

The prospective consultant shall designate by name the project manager to be assigned to this project. The selected consultant shall not cause the substitution of the project manager without prior written approval of the Mendocino Council of Governments.

D. Personnel

The prospective consultant shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resumé for each professional, a statement percentage of time (estimated) key staff will be assigned to the contract and what tasks each professional will perform. The consultant shall not cause members of the project team to be substituted without prior written approval of the Mendocino Council of Governments.

E. References

The prospective consultant shall provide names, addresses and telephone numbers for at least three clients for whom the prospective consultant has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

F. Sub-consultants

If sub-consultants are to be used, the prospective consultant must submit a description of each person or firm and the work to be done by each sub-consultant. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed under this grant program.

G. Methodology

The prospective consultant shall describe the overall approach to successful implementation of the project, specific techniques that will be used, and specific administrative and operations management expertise, or special services that will be employed.

NOTE: Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

H. Work Schedule

The proposal shall contain a proposed work schedule for accomplishing all of the required tasks within the desired timeline. Identify major tasks and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverable.

I. Budget

In a separate, sealed envelope, the proposed consultant shall submit their proposed total cost proposal for all services to be delivered, and a breakdown on costs delineated by tasks as described and outlined in the Scope of Services. A fee schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will be devoted to the project must be included. Define any reimbursable expenses requested to be paid by MCOG.

The fee schedule shall conform to LAPM Exhibit 10-H2 (see Exhibit D). It shall itemize all items that will be charged to the project. Costs shall be shown to reflect fully weighted hourly billing rates for all personnel, however, the methodology for calculating the fully weighted rates must be shown (e.g. labor, overhead rate, fringe, etc.). Consultant mark-up on direct costs is not allowed under this grant program. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website: (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

The fee schedule will not be used during the consultant selection process but may be used by the Mendocino Council of Governments during the negotiation process.

When invoicing, receipts are required to be submitted for all direct costs, other than fully weighted personnel costs. If sub-consultants are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime consultant. Please note that costs on invoice will need to be segregated by project phase.

J. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

V. CONSULTANT AWARD

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Mendocino Council of Governments may reject any proposal if it is conditional, incomplete, or contains irregularities. The Mendocino Council of Governments may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements, and will determine whether interviews will be needed. MCOG reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by responsiveness and comprehensiveness of the RFP response, qualifications of individuals or firm, successful experience and performance with similar projects, and proposal contents and methodology.

Scoring will be as follows:

• Responsiveness & Comprehensiveness of Proposal	(10 points maximum)
• Qualifications of Individuals and/or Firm	(30 points maximum)
• Experience/Performance	(30 points maximum)
• Proposal Contents & Methodology	(30 points maximum)
<hr/>	
Total Points Possible	(100 points maximum)

C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Council of Governments, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal. The contract will include all State requirements that "flow down" from the Caltrans grant. A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

VI. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received by no later than **5:00 p.m. on Monday, June 20, 2022**. Three (3) copies and one (1) electronic copy of the proposal shall be furnished. Hard copies of the proposals may be either mailed or hand delivered to:

Nephele Barrett, Executive Director
Mendocino Council of Governments
525 S. Main Street, Suite B
Ukiah, CA 95482

B. Late Submittals

A proposal is late if received at any time after **5:00 p.m. on Monday, June 20, 2022**. Postmarks will not suffice. Proposals received after the specified time will not be considered and will be returned to the proposer. Receipt of the electronic copy by the deadline will be considered timely; however, proposers should confirm that their electronic submittal has been received.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

D. Consultant Selection Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

Activity	Date
RFP Mail-out	May 20, 2022
Written Question Submittal Deadline	June 3, 2022
Question/Answer Addendum posted to website	June 10, 2022
Proposal Submittal Deadline	June 20, 2022 - 5:00 p.m.
Review/Ranking of Proposals	June 21 – June 24, 2022
Interviews (if needed)	June 29 – July 1, 2022
Contractor Selection & Contract Award (tentative)	July 11, 2022
Project Starting Date - Notice to Proceed (tentative)	July 28, 2022

If interviews aren't needed, contract award and the project starting date may occur sooner.

E. Property Rights

Proposals received within the prescribed deadline become the property of the Mendocino Council of Governments and all rights to the contents therein become those of the Council.

F. Amendments to Request for Proposals

The Mendocino Council of Governments reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on MCOG's website <https://mendocinocog.org/>.

G. Funding

Funding for this project is provided through the Active Transportation Program (State-only funds) and State Highway Operation and Protection Program Complete Streets Reserve as well as local funds.

H. Non-commitment of the Mendocino Council of Governments

This Request for Proposals does not commit the Mendocino Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The Mendocino Council of Governments reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Council to do so.

I. Questions

Questions regarding this Request for Proposals will only be accepted in writing (correspondence or e-mail is acceptable). Written questions should include the individual's name, the name of the firm, address, telephone number, and e-mail address.

Questions must be submitted no later than **5:00 p.m. on June 3, 2022**, to:

James Sookne, Project Manager
Mendocino Council of Governments
525 S. Main Street, Suite B
Ukiah, CA 95482
Email: jsookne@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on MCOG's website <https://mendocinocog.org/> by June 10, 2022.

J. Affirmative Action

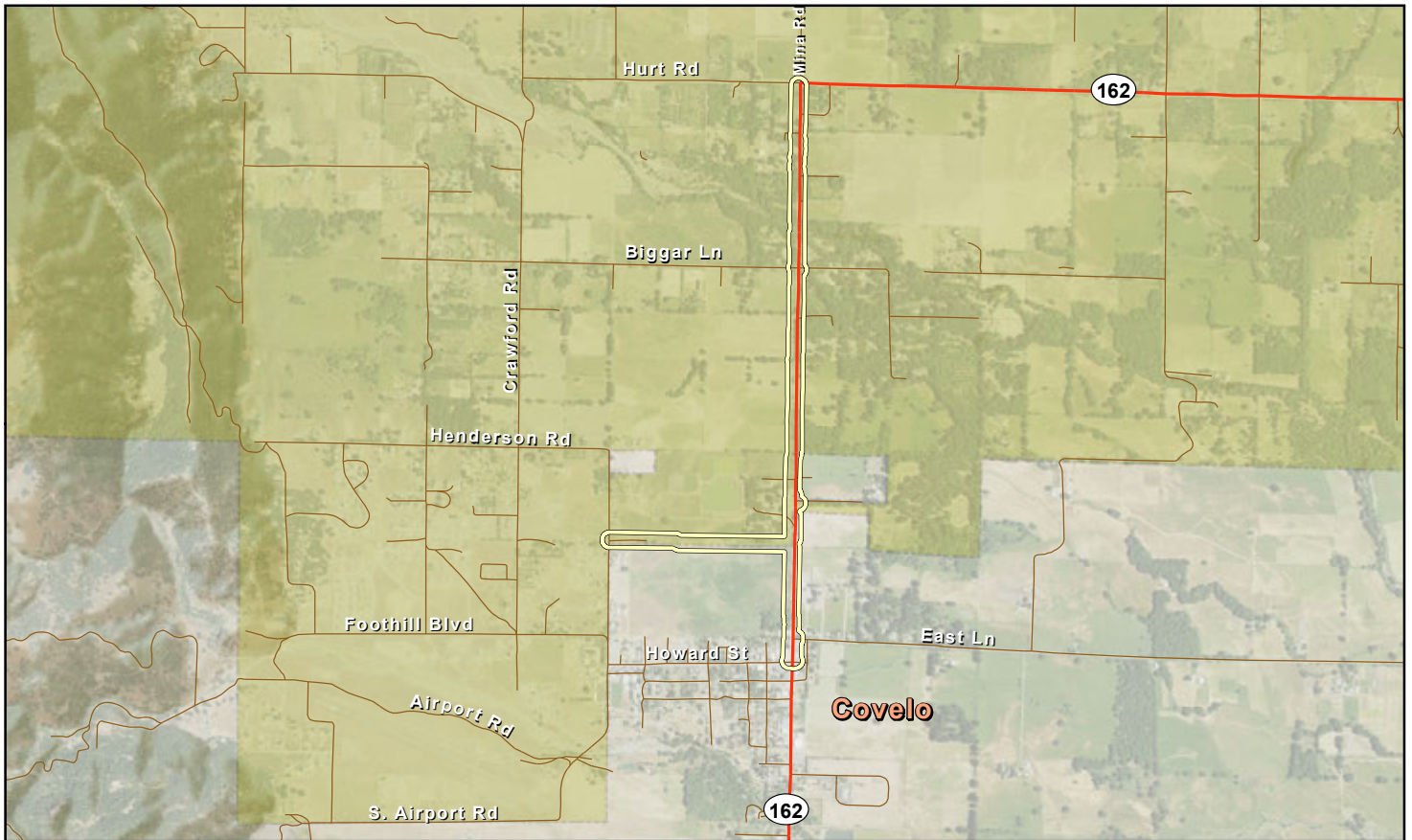
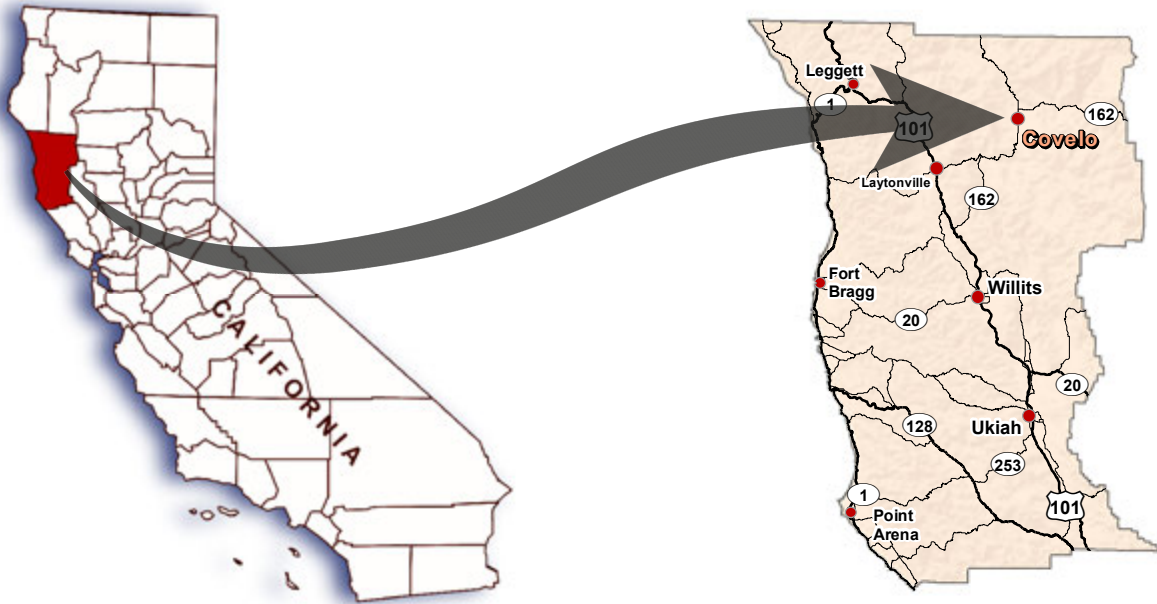
Prospective consultants should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Council of Governments.

K. Protest Procedures and Dispute Resolution Process

The Mendocino Council of Government's "Protest Procedures and Dispute Resolution Process" (see Exhibit C) shall be utilized to resolve any protests or disputes to this procurement process.

L. List of Exhibits

- A. Location Map
- B. Scope of Services
- C. Protest Procedures and Dispute Resolution Process
- D. Sample Cost Proposal (Exhibit 10-H)
- E. Sample MCOG Contract
- F. List of Documents Available for Download Upon Request



- Project Area
- State Route 162
- Round Valley Reservation
- Local Roads

Paper Size 8.5" x 11" (ANSI A)

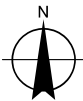
0 0.1 0.2 0.3 0.4 0.5

Miles

Map Projection: Lambert Conformal Conic

Horizontal Datum: North American 1983

Grid: NAD 1983 StatePlane California II FIPS 0402 Feet



Mendocino Council of Governments
Covelo SR 162 Corridor Multi Purpose
Trail Project

Job Number 11110706
Revision A
Date 13 Jul 2016

Vicinity Map

Figure 1

Exhibit B

SCOPE OF SERVICES

PROJECT BACKGROUND

The Covelo SR 162 Corridor Multi-Purpose Trail consists of constructing a multi-use Class I trail, 10-foot wide with 2-foot shoulders, along the SR 162 Corridor within the community of Covelo. Phase I will run parallel to SR 162 from Howard Street to Biggar Lane (1.05 miles), with an east-west component connecting to Henderson Lane (0.5 miles). Phase II will run parallel to SR 162 from Biggar Lane to Hurt Road (0.5 miles). Phase II includes a prefabricated pedestrian bridge over Mill Creek.

Major elements of the project include the following:

- Construction of a Class I multi-use trail; and
- Installation of a prefabricated pedestrian bridge.

PROJECT DESCRIPTION

The Mendocino Council of Governments (MCOG) is contracting with the CONSULTANT to provide professional Resident Engineer and related administrative services during construction. Work shall be performed in accordance with applicable MCOG and Caltrans standards and standard practice.

ITEMS OF WORK

MCOG contracts with the CONSULTANT to provide all required services necessary to provide Resident Engineer services for the Construction Project. The intent of the contract is to have the CONSULTANT provide a Resident Engineer, necessary support staff, equipment, and materials for the required services. The work product shall meet the minimum requirements identified in this scope of work.

General

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for Resident Engineer services, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

The CONSULTANT will provide a Resident Engineer (RE) and sufficient staff to perform construction administration oversight during the construction of the Construction Project. All CONSULTANT staff shall work under the supervision of the RE. These services will encompass serving as the MCOG's Resident Engineer (RE) to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, and assessing the acceptability of the Contractor's work, in coordination with Caltrans. The CONSULTANT's RE shall be a licensed Professional Civil Engineer registered in the State of California.

The CONSULTANT's services will include review and analysis of construction documentation prior to bidding, documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CONSULTANT will assess the acceptability of the Contractor's work by contract requirements and standards, visual observation, photo and video documentation. When necessary, the CONSULTANT shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CONSULTANT shall take appropriate action to ensure correction of deficiencies. The CONSULTANT shall also manage requests for clarification, coordinate work with the design engineer, as required, and manage the project changes, evaluate Contractor's claims, and prepare progress pay estimates.

The CONSULTANT will not be responsible for the construction staking but will be required to provide quality assurance and verification for vertical and horizontal control accuracy, as necessary; construction staking will be handled through the construction contractor.

The CONSULTANT shall perform its activities in accordance with, but not limited to, the following documents:

- a) Project Plans and Specifications
- b) Regulatory Agency Permits
- c) Public Works Inspectors Manual, 7Th Edition
- d) Caltrans Local Assistance Procedures Manual
- e) Caltrans Construction Manual & Bulletins
- f) Caltrans Standard Test Methods
- g) Caltrans Surveying Manual
- h) Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- i) California Manual of Uniform Traffic Control Devices

Time required by the CONSULTANT to reach the designated construction office will not be considered part of the services for which payment will be made.

Time charged by each individual to a contract executed as a result of this Proposal shall be properly documented on MCOG approved time sheets. A copy of each time sheet shall be turned in to the MCOG no less than every two weeks. Billing shall be on a four-week interval as designated by the MCOG.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by MCOG.

Consultant responsibilities shall include the following tasks:

Task 1 Administration

The Consultant is to provide construction administration of the project to facilitate the ongoing construction efforts and maintain State, County, and MCOG regulations. At a minimum the consultant shall:

- a) Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- b) Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance with contract documents, State regulations, and in with MCOG's objectives for cost,

time, and quality. Provide weekly status reports to MCOG. Weekly status reports shall include summaries of work, with photos, that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

- c) Coordinate with MCOG and all other involved agencies to obtain and comply with all required permits.
- d) Recommend necessary or desirable changes in the construction contractor's scope of work to MCOG, review and evaluate contractor's request for changes, assist in negotiating contractor's proposals, submit recommendations to MCOG supported by field data, and if they are accepted, prepare change orders for signature and MCOG's authorization.
- e) Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. These shall be separated by project phase.
- f) Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make written recommendations to MCOG for Contractor payments.
- g) Consult with MCOG, and potentially the design engineer, if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- h) Provide a staffing schedule each month for the following month. This schedule is subject to MCOG's approval.
- i) Manage any utility work to be performed by utility agencies (work not part of contractor's responsibilities).

Deliverables:

- *Weekly Status Reports*
- *Cost Control Program*
- *Cost Accounting Records*
- *Progress Payment Recommendations*
- *Draft and Final Change Orders*
- *Staffing Schedules*
- *Other reports as required*

Task 2 Pre-Bid Contract Document Review

CONSULTANT shall review final contract plans, specifications, permits, agreements, easements, environmental documents, habitat mitigation and monitoring plan, technical reports and studies, and other relevant documents and information.

CONSULTANT shall prepare a Quality Assurance review memorandum and an Environmental Commitments Record (ECR) in order to track permit and mitigation requirements.

CONSULTANT shall prepare a project schedule which includes all notification timelines noted

on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, the RE's schedule will be updated.

Deliverables:

- *Quality Assurance review memorandum, comment matrix, and markups*
- *Environmental Commitments Record (ECR)*
- *Schedule*

Task 3 Documentation of Pre-Construction Conditions

CONSULTANT shall document pre-construction site conditions using photographs, written notes, and video. Special or sensitive areas shall be noted, and extra documentation may be required for these special or sensitive areas. Each photo shall be labeled with date, location, detailed description, and photographer's name. Copies of all documentation, including photographs, notes, and video, shall be submitted to MCOG and become the property MCOG.

Deliverables:

- *Copies of all documentation, including photographs, notes, and video.*

Task 4 Documentation and Record Keeping

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress, and contractual obligations. The consultant shall provide at a minimum the services below:

- a) Verify that all required certificate of bonds and insurance have been received from the contractor and forwarded to MCOG for approval.
- b) Maintain at the job site office/construction trailer (or equivalent), on a current basis and in good order: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions; and other related documents and revisions which are relevant to the contract work.
- c) During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- d) A detailed photographic history of all phases of the project will be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time, and items of interest. The photographs will be maintained in an album and the photographs will be indexed for ease of retrieval. Photos will also be taken of the following:
 - Traffic Control
 - Disputed work items
 - Work that has to be duplicated, replaced, or removed
 - Completed work
 - Extra work

Deliverables:

- *Documents required by this section*

Task 5 Meetings

Anticipated meetings include project review meeting with MCOG, Caltrans, and the Design Engineer; and a pre-construction meeting with the Contractor, MCOG, Caltrans, the Design Engineer, and regulatory agencies. Periodic meetings shall include daily discussions between the RE or designated representative and the Contractor; weekly meetings between the RE and MCOG; and meetings scheduled as needed with regulatory agencies, other groups, or agencies. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of MCOG or at a mutually agreeable location determined during the pre- construction meeting. Remote/virtual meetings may also be considered.

Deliverables:

- *Project Review Meeting with MCOG, Caltrans, and Design Engineer*
- *Pre-construction meeting with MCOG and all applicable parties related to the project.*
- *Weekly meetings with MCOG and all applicable parties related to the project.*
- *Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule.*
- *Meeting minutes*

Task 6 Environmental and Permitting Support

The Consultant shall review all activities in conformance with the regulatory permits for the project, including, but not limited to, the Clean Water Act Section 401 Water Quality Certification, Clean Water Act Section 404 Nationwide Permit 42, and the California Fish and Game Code 1602 Lake and Streambed Alteration Agreement.

A Mitigation Monitoring and Reporting Program (MMRP) was developed for the project as a part of the Mitigated Negative Declaration to ensure the effective implementation and enforcement of adopted mitigation measures. The MMRP is available for download on MCOG's website located at:

<https://www.mendocinocog.org/files/b08f20dbf/MCOG+Covelo+MMRP+Dec+2017.pdf>

Based on the project mitigation measures and the avoidance and minimization efforts identified in the MMRP, CONSULTANT shall oversee the following services to be provided by the construction contractor:

- a) Biological surveys and monitoring prior to and during construction for Foothill yellow-legged frog and other aquatic species by a qualified biologist.
- b) Pre-construction nesting bat and bird surveys by a qualified biologist.
- c) Biological surveys prior to construction for Milo baker's lupine by a qualified botanist.
- d) Provide a qualified biologist and a Certified Arborist to oversee tree trimming/removal

Note that Caltrans will provide a qualified Archeologist for as-needed services.

CONSULTANT shall oversee the construction contractor's implementation of the Storm Water Pollution Prevention Plan (SWPPP).

The Consultant shall ensure that the contractor's Qualified Storm Water Pollution Prevention

Plan Developer (QSD) and Qualified SWPPP Practitioner (QSP) shall be involved in the duration of the construction of the project and will ensure and enforce that the project is completed to the satisfaction of the State Water Resources Control Board and the appropriate Notice of Termination (NOT) is filed and approved by the State Water Resources Control Board. The consultant shall verify that the contractor has demonstrated final stabilization of the project area at the end of construction, which is necessary for approval of the NOT, by showing either 70% vegetation coverage, use of the RUSLE 2 method as computational proof, or the custom method through sampling that turbidity is 100NTU or less. The consultant shall assist MCOG in the filing of the NOT.

Deliverables:

- *NOT*

Task 7 Schedule Review

The CONSULTANT shall review the Contractor's construction schedule, request updates on a weekly basis and track delays or accelerations based on actual Contractor operations. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

Deliverable:

- *Weekly Schedule Review Documentation*

Task 8 Cost Control and Monthly Progress Payments

The CONSULTANT shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, quantity overruns, claims and extra work requests. The CONSULTANT shall prepare quantities and estimates for monthly progress payments on the 19th of the month and recommend approval to MCOG. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with MCOG procedures. The calculations of quantities and documentation shall be in a form approved by MCOG.

Deliverable:

- *Cost Control Tracking Documentation*

Task 9 Contract Modifications and Extra Work, Contract Change Orders, Claims

The RE shall perform the evaluation and administration of all contract modifications, requests for information, change orders, and claims. The RE shall review all requests for merit, perform an independent estimate, and make recommendations to MCOG for consideration. All contract modifications, extra work, and contract change orders shall be approved by MCOG. If approved, the RE will complete all required documentation to process the change. If the RE receives a notice of claim from the Contractor, the RE shall immediately notify MCOG and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's weekly report to MCOG. The CONSULTANT shall support MCOG in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Deliverables:

- *Contract Modification & Extra Work Documentation*
- *Draft CCO's with Recommendation Memorandum*
- *Final CCO's*

Task 10 Submittals and Clarifications

The RE shall issue necessary clarifications and interpretations of the Contract Project Documents in response to Requests for Information (RFI's) by the Contractor. The RE shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The RE shall draft a list of required submittals in accordance with the project Specification for MCOG to review. The list shall be submitted to MCOG no later than 15 days after award of the Contract. The RE shall review those submittals that are appropriate. Submittals requiring review by MCOG or MCOG's design engineer shall be logged and transmitted for formal review. Updated submittal logs shall be made available to MCOG upon request. The RE shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Deliverables:

- *Submittal and RFI logs*
- *Documentation for clarification and interpretation of the Project Plans and Specifications*

Task 11 Field Inspection and Quality Assurance

Note: Inspectors will be provided by Caltrans, not the CONSULTANT. Caltrans inspectors will provide field inspection on a daily basis, review construction, and provide for observation of required testing.

The CONSULTANT, with inspection provided by Caltrans, shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by MCOG, to assure that the work performed and materials furnished are in accordance with the Contract Documents.

The RE and Caltrans field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily by Caltrans inspectors and be available to the RE at any time. The RE or designated representative shall compare notes with the Contractor's representative to confirm work that was accomplished or quantities placed.

The RE shall prepare and submit written weekly reports to MCOG describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports until resolved or settled. The RE shall document any defective work until it is repaired to Caltrans and the RE's satisfaction and in accordance with the Contract Documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

The CONSULTANT and Caltrans will document special situations by photograph or video. CONSULTANT and Caltrans shall document any defective work until it is repaired to the

CONSULTANT'S, Caltrans, and MCOG's satisfaction and quality of work is in accordance with the Contract Documents.

CONSULTANT shall maintain a "hotline" phone number and answering service and/or official website and email for the public for the purpose of tracking complaints which shall have an automatic forward to MCOG.

CONSULTANT shall provide a job site office/construction trailer (or equivalent) at a location to be determined, for the duration of the construction project.

Deliverables:

- *Weekly Reports*
- *Monthly Complaint Log*

Task 12 Testing

CONSULTANT will coordinate with Caltrans to review results of testing, forward copies to MCOG as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. Caltrans (not CONSULTANT) will provide testing required by law, or the Construction Specifications. All test procedures will be in accordance with the Contract Documents and applicable Specifications.

Deliverables:

- *Copies of all testing results*

Task 13 Final Completion and Acceptance

After the project is substantially complete, the RE will schedule a walk through with MCOG, Round Valley Indian Tribes (RVIT), and Caltrans and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once the RE, Caltrans, and RVIT agree that all work is complete, the CONSULTANT will deliver a statement to MCOG indicating that to the best of the CONSULTANT'S knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, and with Caltrans' concurrence, that the project has been completed in accordance with the Project Construction Contract Documents and CONSULTANT recommends acceptance. A Proposed Final Estimate signed by the RE and the Contractor shall accompany the recommendation for acceptance.

Deliverables:

- *Notice of Substantial Completion*
- *Punch Lists*
- *Proposed Final pay Estimate*

Task 14 Other Tasks

The CONSULTANT shall include the tasks listed below as part of the overall project activities:

- a) Provide community relations outreach effort by providing information on areas to be under construction to MCOG for publication in newspapers and radio and tracking and resolving community complaints.
- b) Any damage identified shall be documented and tracked until the Contractor repairs the

damage to pre-project conditions or to plans and specifications.

- c) Review weekly certified payrolls for compliance with State wage rate requirements as required by Contract Documents. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications. The CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.
- d) Notify MCOG of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.
- e) CONSULTANT shall monitor Contractor's coordination with various utility companies, as needed.
- f) CONSULTANT shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

Deliverable:

- *Documentation of Activities*

Task 15 Project Close Out

The CONSULTANT shall verify any operating and/or Regulatory Agency permits are obtained, and inspections are complied with and completed.

The CONSULTANT will submit to MCOG the following close out items:

- a) All records, maps, and plans maintained by the CONSULTANT during construction.
- b) All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.
- c) One complete electronic set of annotated project progress photographs, ordered chronologically, and videos taken before and during construction.
- d) All inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence, and other documents related to the construction work as it was being installed.
- e) A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CONSULTANT and a recommendation for MCOG to accept the Record Drawings.
- f) Claim waiver form and all necessary forms to complete the project close out and final invoice process in accordance with Chapter 17 of the LAPM.

Deliverables:

- *All records, maps and plans maintained during construction.*
- *All shop drawings, submittals, and manufacturer's literature maintained during construction.*
- *Annotated project progress photographs and videotapes taken of construction project.*
- *Record drawings of field changes.*
- *Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction.*

- *Red-line record drawings.*
- *Claim waiver form and all necessary forms from Ch. 17 of the LAPM*

CONSULTANT STAFFING

The CONSULTANT shall identify the intended Resident Engineer in their proposal. Additional staff and subconsultants are to be brought in on an as-needed basis. MCOG maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by MCOG for the replacement staff in key positions.

MCOG shall have the authority to reject the Resident Engineer in the event of unsatisfactory performance by said personnel in the opinion of MCOG. The CONSULTANT shall provide qualified replacement staff acceptable to MCOG.

Tasks and Deliverables Table

Note: Some tasks or deliverables are shared between MCOG's Consultant and Caltrans. Please refer to Exhibit B - Scope of Services for information on roles and responsibilities.

		Administration	
		Consultant	Caltrans
1	Tasks	Comply with Cal-OSHA regulations	X
		Provide administrative, management and related services	X
		Coordinate with MCOG and other involved agencies to obtain and comply with permits	X
		Recommend changes in the contractor's scope of work to MCOG	X
		Maintain cost accounting records	X
		Develop progress and final payments	X
		Consult with MCOG and design engineer for requests for information	X
		Provide a monthly staffing schedule	X
		Manage any utility work performed by utility agencies	X
		Weekly status reports	X
		Cost control program	X
		Cost accounting records	X
		Progress payment recommendations	X
		Draft and final change orders	X
	Staffing schedules	X	
	Other reports as required	X	
2	Pre-Bid Contract Document Review		
		Review final documents	X
		Prepare schedule	X
		Quality assurance memo, comments, markups	X
	Deliverables	Environmental Commitments Record	X
		Schedule	X
3	Documentation of Pre-Construction Conditions		
	Tasks	Document pre-construction site conditions	X
	Deliverables	Copies of documentation	X
4	Documentation and Record Keeping		
		Verify certificate of bonds and insurance	X
	Tasks	Maintain copies of all documents	X
		Maintain one set of plans with redlines	X
		Photo history	X
	Deliverables	Documents required by this section	X

		Meetings		Consultant	Caltrans
5	Tasks	Schedule and attend meetings		X	
	Deliverables	Project review meeting		X	
		Pre-construction meeting		X	
		Weekly meetings		X	
		Other necessary meetings		X	
	Meeting minutes		X		
6	Environmental and Permitting Support			Consultant	Caltrans
	Tasks	Provide archeologist for as-needed services		X	X
		Oversee implementation of SWPPP		X	
		Assist MCOG in filing NOT		X	
		Notice of Termination (NOT)		X	
Deliverables			Consultant	Caltrans	
7	Tasks	Weekly review of contractor's schedule		X	
	Deliverables	Weekly schedule review documentation		X	
8	Cost Control and Monthly Progress Payments			Consultant	Caltrans
	Tasks	Prepare quantities and estimates for progress payments		X	
		Maintain cost accounting records		X	
	Deliverables	Cost control tracking documentation		X	
		Contract Modifications and Extra Work, Contract Change Orders, Claims			Consultant
Tasks		Evaluation and independent estimate of contract modifications		X	
	Complete required documentation for contract modifications		X		
	Evaluation and independent estimate of change orders		X		
	Complete required documentation for change orders		X		
9	Tasks	Evaluate and administer requests for information		X	
		Notify MCOG of notice of claim		X	
		Work toward resolution of claims with contractor		X	
		Support MCOG in post-completion disputes with contractor		X	
		Contract modification & extra work documentation		X	
Deliverables	Draft CCOs with recommendation memo		X		
	Final CCOs		X		

		Submittals and Clarifications		Consultant	Caltrans
10	Tasks	Issue clarifications and interpretations in response to Requests for Information		X	
		Accept and process submittals		X	
		Draft a list of required submittals		X	
		Review submittals or submit to MCOG for review		X	
		Track submittals		X	
		Submittal and RFI logs		X	
		Documentation for clarification and interpretation of plans and specifications		X	
		Field Inspection and Quality Assurance		Consultant	Caltrans
11	Tasks	Review the work of the contractor		X	X
		Provide inspectors			X
		Observation of tests			X
		Monitor contractor's performance for quality, cost, and schedule		X	X
		Enforce requirements of applicable specifications		X	X
		Complete daily inspection reports and diaries			X
		Compare notes with contractor		X	
		Prepare and submit weekly reports to MCOG		X	
		Document defective work until it is repaired		X	X
		Document special situations by photo or video		X	X
		Maintain a "hotline" phone number for the public		X	
		Provide a job site office/construction trailer		X	
		Daily inspection reports			X
Weekly reports		X			
Monthly complaint log		X			
		Testing		Consultant	Caltrans
12	Tasks	Provide, coordinate, and monitor all field and lab tests			X
		Complete all testing			X
		Review results of tests		X	X
		Resolve deficiencies for defective work		X	
		Copies of all testing results		X	
	Deliverables				

		Final Completion and Acceptance		Consultant	Caltrans
13	Tasks	Schedule walk through with MCOG, RVIT, and Caltrans		X	
		Prepare punch list for contractor		X	X
		Recommend contract acceptance		X	X
		Prepare final estimate		X	
	Deliverables	Notice of Substantial Completion		X	X
		Proposed final pay estimate		X	X
14		Other Tasks		Consultant	Caltrans
		Inspect traffic control and erosion control measures			X
		Community outreach		X	
		Inspect landscaping and other improvements			X
	Tasks	Identify and document damage, track until repaired		X	X
		Review weekly certified payrolls		X	
		Notify MCOG of any errors or omissions in plans and specs		X	
		Monitor contractor's coordination with utility companies		X	
		Correct safety violations		X	
	Deliverables	Documentation of activities		X	
15		Project Close Out		Consultant	Caltrans
	Tasks	Verify any permits are obtained, and inspections are complied with and completed		X	
		Submit close out items to MCOG		X	
		All records, maps, and plans		X	
		All shop drawings, submittals, and manufacturer's literature		X	
		Annotated progress photos and videos		X	
	Deliverables	Record drawings of field changes		X	
		Inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences, and other documents		X	
		Red-line record drawings		X	
		Claim waiver form and all necessary forms from Ch. 17 of the LAPM		X	
				X	

Exhibit C

Mendocino Council of Governments

Protest Procedures & Dispute Resolution Process

I. Protest Procedures

I1. Purpose: The purpose of these procedures is to set forth the procedures to be utilized by the Mendocino Council of Governments (MCOG) in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

I2. General: In order for a bid protest to be considered by MCOG, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by MCOG, and will be returned to the submitting party without any further action by MCOG.

I3. Definitions: For purposes of these Bid Protest Procedures:

(1) The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).

(2) The term "contract" means that document to be entered into between MCOG and the successful bidder and offeror.

(3) The term "days" refers to normal business days of MCOG staff offices.

(4) The term "interested party" means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.

(5) The term "solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

I4. Grounds for Protest: Any interested party may file a bid protest with MCOG on the grounds that:

(1) MCOG has failed to comply with applicable Federal or State Law;

(2) MCOG has failed to comply with its procurement procedures;

(3) MCOG has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;

(4) MCOG has issued restrictive or discriminatory specifications; or,

(5) Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

15. Contents of Protest:

(1) A bid protest must be filed in writing and must include:

- a. The name and address of the protestor.
- b. The name and number (if available) of the procurement solicitation.
- c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of MCOG procurement procedures, or specific term of the solicitation alleged to have been violated.
- d. Any relevant supporting documentation the protesting party desires MCOG to consider in making its decision.
- e. The desired relief, action, or ruling sought by the protestor.

(2) Protests must be filed with:

Executive Director
Mendocino Council of Governments
367 N. State Street, Suite 206
Ukiah, CA 95482

(3) All protests must be received at the MCOG address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time.

(4) If any of the information required by this section is omitted or incomplete, MCOG will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

16. Timing Requirements and Categories of Protests: MCOG will consider the following categories of bid protests within the time period set forth in each category:

(1) Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by MCOG. Any protest based on such grounds not filed within this period will not be considered by MCOG. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

(2) Any bid protests regarding the evaluation of bids or proposals by MCOG, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MCOG no later than 72 hours after the protestor's receipt of MCOG's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by MCOG.

17. Review of Protest by MCOG:

(1) MCOG will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.

(2) In the notification, MCOG will inform the protestor of any additional information required for evaluation of the protest by MCOG, and set a time deadline for submittal of such information. If MCOG requests additional information, and it is not submitted by the stated deadline, MCOG may either review the protest on the information before it, or decline to take further action on the protest

(3) In its sole discretion, MCOG may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to MCOG relative to the merits of the bid protest. MCOG will set a time deadline for the submittal of such comments, which will be no less than 5 days after MCOG provides notification of the protest.

(4) In its sole discretion, MCOG may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by MCOG in deciding the bid protest if it is submitted to MCOG in writing within 3 days after the conference.

18. Effects of Protest on Procurement Actions:

(1) Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, MCOG will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless MCOG determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

(2) Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, MCOG will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

(3) Notwithstanding the pendency of a bid protest, MCOG reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- a. Where the item to be procured is urgently required;
- b. Where MCOG determines, in writing, that the protest is vexatious or frivolous;
- c. Where delivery or performance will be unduly delayed, or other undue harm to MCOG will occur, by failure to make the award promptly; or,
- d. Where MCOG determines that proceeding with the procurement is otherwise in the public interest.

I9. Summary Dismissal of Protests: MCOG reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by MCOG in a previous bid protest by any interested party in the same solicitation or procurement action.

I10. Protest Decisions:

(1) After review of a bid protest, the Procurement Officer shall make a recommendation to the Executive Director of the appropriate disposition of such protest.

(2) The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and MCOG's own investigation and analysis.

(3) If the protest is upheld, MCOG will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or MCOG's determination, or termination of the contract.

(4) If the protest is denied, MCOG will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

I11. Judicial Appeals: A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California located in the county of Mendocino.

October 1, 2014

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee = _____ %

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)					
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	Not Applicable
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	Not Applicable
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	Not Applicable
Land Surveyor ***	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

MENDOCINO COUNCIL OF GOVERNMENTS

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

This Professional Services Agreement (“Agreement”) is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as “Consultant.”

RECITALS:

MCOG may retain independent contractors to perform special, technical, expert, or professional services. **Consultant** is equipped, staffed, licensed, and prepared to provide such services.

MCOG is lead agency for the [Project Name], hereinafter referred to as the "**Project**," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "**State**." MCOG shall be responsible to **State** for the successful completion of this **Project**, as authorized by resolution of MCOG’s Board of Directors.

All services performed by MCOG, **Consultant** and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans’ published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

MCOG and **Consultant** agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of MCOG and **Consultant**. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG’s Request for Proposals dated _____, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J
- Standard Contract Provisions for Sub-consultant/DBE Participation.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in

size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$[contract amount] This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

MCOG shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The method of payment shall be “Actual Cost Plus Fixed Fee,” also known as “Cost Reimbursement,” to include hourly rates plus non-salary expenses and fee (profit), in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

3. INVOICES AND DISBURSEMENT

MCOG will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

MCOG shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

MCOG shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with **MCOG's** prior written approval.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If **MCOG** substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both **MCOG** and **Consultant**.

4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to **MCOG**. **MCOG** will provide **Consultant** with guidance on acceptable formats. **Consultant** shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by **MCOG**. **Consultant** shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

5. SERVICES OF MCOG

MCOG shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. **MCOG** shall provide program guidance and appropriate monitoring of work task performance under this Agreement. **MCOG** shall place at the disposal of **Consultant** all available information pertinent to the project. **MCOG** will examine all studies, reports, or other submittals from **Consultant** and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by **MCOG** as specified under Section 11 below.

All work by **Consultant** shall be completed and all deliverables submitted to and in the possession of **MCOG** by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by **MCOG**. **Consultant** shall not be held responsible for delays caused by circumstances beyond its control.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

Consultant agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain

accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG and State**.

Consultant is advised that Government Code Section 7550 states in part, “*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.*”

[Opt.: “**MCOG shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and MCOG shall be exempt from any extra charge or license fee imposed by Consultant for such use, unless specifically identified in the proposal.**”]

9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may

sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

MCOG shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

MCOG relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG**, **Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG**, **Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG**, **Consultant** and its sub-consultants 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 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG**, **Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG**, **Consultant** and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. **MCOG**, **Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder

in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, 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.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

MCOG, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts

due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

MCOG and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via **certified** United States mail, addressed to the parties as follows:

Nephele Barrett, Executive Director
Mendocino Council of Governments
367 N. State St., Suite 206
Ukiah, CA 95482

[Consultant Name, Title]
[Consultant Company Name]
[Address]
[City, State, Zip]

19. VENUE

The venue for this agreement shall be Mendocino County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Nephele Barrett, Executive Director
Mendocino Council of Governments

[Name, Title]
[Consultant Company Name]

Federal ID No.: _____

Exhibit F

List of Documents Available for Download Upon Request

1. 100% Not for Construction Plans
2. IS/MND
3. Compilation of Permits
4. Mitigation, Monitoring, and Reporting Program (MMRP)

To request a file sharing link to download these files, please contact MCOG's Project Manager, James Sookne:

jsookne@dbcteam.net

707-234-3434