



COUNTY OF FRESNO

REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING CONSULTANT SERVICES FOR VARIOUS PUBLIC WORKS PROJECTS

Date Released: January 27, 2017

**County of Fresno
Department of Public Works and Planning
2220 Tulare Street, Suite 600
Fresno, CA 93721**

Proposals are due prior to 4:00 P.M., Friday, February 24, 2017

SUBMITTALS: Six (6) paper copies of the Statement of Qualifications (SOQ) along with an electronic copy of the SOQ in .pdf format, must be received on or before 4:00 p.m., Friday, February 24, 2017.

ADDRESSED TO: Mohammad Alimi, Design Engineer

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Department of Public Works and Planning
2220 Tulare Street, Suite 600
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MARK ENVELOPE: "RFQ – ON-CALL ENGINEERING CONSULTANT SERVICES"

STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE CONSULTANT.

Inquiries and Updates: Requests for clarification regarding this RFQ must be submitted in writing via email to Diana Nuttman, Staff Analyst, Department of Public Works and Planning at designservices@co.fresno.ca.us, and received by the Department no later than **4:00 p.m., Friday, February 17, 2017**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFQ will be posted at: <http://www.co.fresno.ca.us/rfp> and will not otherwise be distributed.

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ATTACHMENTS*

- A. Exhibit 10-I, Notice to Proposers Disadvantaged Business Enterprise Information
- B. Exhibit 10-H, Sample Cost Proposal
- C. Exhibit 10-B, Suggested Consultant Evaluation Sheet
- D. Conflict of Interest
- E. Exhibit 10-Q, Disclosure of Lobbying Activities
- F. State Water Resources Control Board Financial Assistance Program
- G.1 Exhibit 10-01, Consultant Proposal DBE Commitment
- G.2 Exhibit 10-02, Consultant Contract DBE Commitment
- H. Exhibit 15-H, DBE information – Good Faith Efforts
- I. Self-Dealing Transaction Disclosure Form

*Attachments A, B, C, E, G, and H are required for Caltrans funded projects only.

REQUEST FOR QUALIFICATIONS**On-Call Engineering Services****PREFACE**

The County of Fresno is seeking qualified consulting firms to provide on-call engineering and engineering support services as may be necessary for Public Works Projects. These services include general civil and transportation engineering, structural engineering, geotechnical engineering and materials testing, water resources engineering, electrical and control systems engineering, and surveying. The response to this solicitation will be in the form of a Statement of Qualifications (SOQ).

It is the intent of the County to engage a variety of consultants to provide professional services as described herein. However, the County reserves the right, at its sole discretion, to terminate this Request for Qualifications (RFQ) process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFQ, or to the selected consultant(s) prior to Board of Supervisors' approval of a consultant services agreement.

All qualified firms interested in providing these services are invited to submit their SOQs. The Consultant's SOQ will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFQ.

If your firm submits an SOQ and is selected for an interview, it is anticipated that all interviews will be held between 3/27/17 AND 4/14/17.

Addenda to this RFQ, if issued, will be posted on the County's website at:

<http://www.co.fresno.ca.us/rfp>

IMPORTANT: It shall be the Consultant's responsibility to check the County of Fresno website to obtain any addenda that may be issued.

I. INTRODUCTION AND PROJECT OVERVIEW

The Fresno County Department of Public Works and Planning (hereinafter referred to as "the Department") is seeking qualified engineering consultants to provide on-call general civil and transportation engineering, structural engineering, geotechnical engineering and materials testing, water resources engineering, electrical and control systems engineering, and surveying support services through a Consultant Services Agreement (hereinafter referred to as "the Agreement") for various Public Works projects (hereinafter referred to as "the Projects"). The

Projects may include, but are not limited to, road reconstruction, road widening, bridge replacement, bridge rehabilitation, bike paths, traffic signal design, traffic calming, hydraulic analysis, water treatment and distribution systems, wastewater treatment plants, and groundwater well design.

If any consultant does not have adequate resources to perform all of the professional services, the consultant may either propose on only one type of service or retain subconsultants to perform services at the agreed upon hourly rates attached as an exhibit to the Agreement. The consultants may not charge a ten percent (10%) markup on subconsultant charges; however, the consultant may include administrative time in their fee proposal to administer their subconsultant contracts. The Department reserves the right to approve all subconsultants.

The provisions of 49 CFR, Part 26 ("Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" and "State Water Resources Control Board and California State Department of Public Health Financial Assistance Program Requirements") require that a local agency receiving federal-aid funds complies with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms, have an opportunity to participate in the projects. Fresno County has not established a DBE goal for this Agreement. DBE goals will be established on a project-by-project basis. Therefore, non-DBE proposers are encouraged to retain DBE subconsultants. It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation's Race Conscious DBE program developed pursuant to the regulations (See Attachment A, Notice to Proposers DBE Information; and Attachment F, State Water Resources Control Board Financial Assistance Program).

Consultants should be aware that the provisions of 49 CFR, Part 26 and the Department's DBE Program may apply during the course of the consulting Agreement and would require reporting on the part of the consultant in the event a work activity requires the participation of a subconsultant other than one originally listed by the consultant and which is approved by the Department. Additionally, projects funded by a federal grant or loan would require compliance with the particular disadvantaged business enterprise program established by the funding federal agency.

Prospective respondents to this RFQ are encouraged to review the Department's Liability Insurance and Indemnification Requirements included in the Sample Agreement.

If an Agreement is successfully negotiated with your firm, your firm may be asked to provide professional services on an on-call basis. **The Department's representative will send the contracted consultants all Requests for Proposals for a particular service.** This letter will include a description of the professional services needed, a detailed project description, a location map and other relevant material the Department is able to provide. Based on the information provided by the Department, the consultant will be asked to provide a detailed proposal, including a refined scope of work to better address the needs of the Department if necessary, a schedule, and a sealed password protected fee proposal. The proposals will then be ranked by

reviewers, and password will be requested from the top ranking consultant. If negotiations are unsuccessful with the top ranking firm, negotiations may begin with the second highest ranking firm. Final authorization shall be provided in writing by the Department's Contract Administrator. Once written authorization is given, the consultant shall perform the required service within the agreed upon parameters.

The term of the Agreement will be three years, with two optional one-year renewals. The hourly and cost rates presented in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates once annually for inflation. The consultant may request new labor rates from the Department, subject to written approval of the Department's representative. The consultant shall initiate the rate adjustment process by submitting a proposed adjusted fee schedule to the Department for review and approval. The Department's Director or his/her designee expressly reserves the right to approve all labor rate increases. Specific project work may be extended or may be transferred to another consultant if work is not concluded by the end of the Agreement.

Where specific functions are required by law to be performed by the Department or where specific functions are listed in the Agreement as to be performed by the Department, Department staff will perform the actual work function.

All interested consultants are invited to respond to this RFQ.

II. ANTICIPATED SCHEDULE

1/27/17	RFQ Issued
2/17/17	Requests for Clarification Due
2/24/17	Deadline for submittal of SOQ
Week of 3/13/17	Selection Committee recommends shortlist
Week of 3/20/17	All submitting firms notified of results, interviews scheduled for shortlisted firms
3/27/17 - 4/14/17	Selection Committee interviews shortlist and accepts submittal of hourly fees
Week of 4/17/17	Selection Committee recommends consultant finalists. Hourly fees reviewed for consultant finalists. Finalists notified & provided Final Agreement.
5/22/17	Consultant finalists submit two signed final agreements for Department routing and approval
July 11, 2017	Fresno County Board of Supervisors executes consultant agreements
Mid-July 2017	Letter of Approval and Agreements mailed to consultants

III. SERVICES REQUIRED OF THE CONSULTANT

A. Consultant services on a project may include, but are not necessarily limited to:

1. General Civil and Transportation Engineering

- a). Provide designs for various road projects including road reconstruction and road widening;
- b). Provide alignment studies to compare the potential cost of alternative alignments for road widening or realignment projects;
- c). Provide design for new traffic signals;
- d). Provide signal phasing design for existing traffic signals;
- e). Provide traffic analysis;
- f). Provide transportation planning;
- g). Analyze traffic safety;
- h). Analyze parking needs;
- i). Prepare applications for various transportation funding programs;
- j). Provide analysis of existing facilities or structures the demolition of which may result in hazardous waste and provide specifications for the testing, removal, and disposal thereof; and
- k). Provide support in preparing funding applications.

2. Structural Engineering

- a). Provide analysis of existing structures, including bridges, box culverts and pipe culverts, and treatment plant buildings;
- b). Provide reports recommending reconstruction, retrofit, or extension of existing structures;
- c). Provide type selection reports to recommend structure type for replacement structures;
- d). Provide design of new structures;
- e). Provide design for extension or replacement of existing structures;
- f). Provide design for attachment of new facilities (bridge barriers, for example) to existing structures;
- g). Provide independent structural analysis of Department-prepared designs;
- h). Perform life cycle cost analysis for rehabilitation of existing structures; and
- i). Provide bridge preventative maintenance program support; and
- j). Provide support in preparing funding applications.

3. Geotechnical Engineering and Materials Testing

- a). Provide geotechnical analysis services, including conducting soil sampling and classification, and soil permeability analysis;
- b). Provide slope stability analysis;
- c). Provide analysis for bridge footing and pier foundation design;
- d). Provide scour analysis and design scour mitigation projects;
- e). Provide materials testing services; and

f). Provide tank foundation design.

4. Water Resources Engineering

- a). Prepare hydrological analysis to determine various flows in natural channels;
- b). Prepare hydraulic analysis to estimate the capacity of existing and/or proposed bridge and culvert structures, and hydraulic analysis for water distribution system capacity;
- c). Provide design for water and wastewater treatment distribution systems; and
- d). Provide life cycle cost analysis for rehabilitation of existing water and sewer systems.
- e). Provide design for water wells and community water systems;
- f). Provide support in preparing funding applications.

5. Electrical and Controls Engineering

- a). Provide design of control systems for various water and wastewater treatment facilities;
- b). Provide telemetry and facility communication studies;
- c). Provide design of telemetry and facility communication systems using various forms of transmission;
- d). Provide design and integration of Supervisory Control and Data Acquisition systems and facility operating software;
- e). Provide assistance in interface setup for operating staff interaction and control;
- f). Provide design of electrical supply for various water and wastewater treatment facilities;
- g). Provide design of water and wastewater treatment facility electrical systems; and
- h). Provide assistance in preparation of Rule 16 applications.

6. Surveying

- a). Provide land records research for boundary determination of existing and proposed County properties and rights-of-way;
- b). Recover existing monuments including public land survey monuments (section corners, etc.), property corners, rights-of-way monuments and benchmarks;
- c). Provide retracement surveys;
- d). Re-establish lost or obliterated corners;
- e). Set-out and establish coordinates for horizontal and vertical project control points;
- f). Provide planimetric and topographic site surveys for design purposes including digital terrain modeling for contour interpolation, profile, cross-section and earthwork volume calculations;
- g). Complete borrow site surveys for earthwork calculations;
- h). Interpret design plans to extract staking information;
- i). Provide field staking – (limits, frequency and offsets of stakes to be determined

- for each project);
 - j). Provide records filings including, but not limited to, Corner Records and Record-of-Survey; and
 - k). Identify and plot location of water, sewer and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields.
- B. Consultant services upon written approval to proceed with project from the Department may include, but are not necessarily limited to:
1. Preparation of Various Reports and Studies
 - a). Analyze project budget;
 - b). Review existing engineering reports from the Department as available
 - c). Prepare a detailed project cost estimate, which shall identify the components and requirements of the project; and
 - d). Prepare a detailed report or study in Department format.
 2. Preliminary Engineering
 - a). Prepare a detailed preliminary engineering report for the project in Department format. The report shall contain all necessary information in sufficient detail to propose the project design; and
 - b). Prepare site plans and grading plans identifying basis of bearing, location of benchmark used and source of elevation (vertical) datum.
 3. Preparation of Plans, Specifications and Estimate
 - a). Complete fully the project designs to include comprehensive construction plans, earthwork volumes, required permits, technical specifications, cross sections and final opinion of probable construction cost (Engineer's Estimate) for construction;
 - b). Submit the recommended construction period for bidding purposes to the County for approval and identify materials and equipment requiring long delivery times that will control the length of the construction Agreement; and
 - c). Prepare addenda as necessary for bid documents.
 4. Construction Observation
 - a). Attend the pre-construction conference scheduled by the Department; and
 - b). Provide services during construction including, but not limited to:
 - i. Make recommendations to the Department on all claims of the Department or construction contractor and all other matters relating to the execution and progress of work, including interpretation of the Agreement documents;
 - ii. Review and make recommendations for samples, schedules, shop drawings and other submissions for general conformance with the design concept of the project and for general compliance with the plans and specifications and information given by the consultant's contract documents;
 - iii. Respond timely to requests from the Department and contractor for information needed from consultant in order to clarify construction

- plans and specification to review the contractor's estimates for all other charges;
- iv. Recommend and prepare necessary change orders and associated engineer's estimate; and
 - v. Assist the Department, at the Department's express, written authorization, with any claim resolution process involving the Department's construction contractor and the Department, including serving as a witness in connection with any legal proceedings or dispute resolution processes required by law.

IV. SERVICES PROVIDED BY THE DEPARTMENT

Services provided by the Department shall include, but are not necessarily limited to the following:

- 1. Examine documents submitted and render timely decisions pertaining thereto; and
- 2. Provide a Department representative.

V. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in two parts:

- A. The first part will enable the Department to appraise the general competence and qualifications of the consultant. Please provide the listed information in the following sequence:
 - 1. Cover letter (include at least one contact person's name, phone number, and email address through which to send correspondence relating to this RFQ);
 - 2. Firm name, address, and phone number;
 - 3. Type of organization (sole-proprietorship, partnership, or corporation);
 - 4. Firm principal(s) who will be responsible for overall coordination and management of the Agreement, and their educational background, credentials and experience;
 - 5. Key personnel who will may work on projects with their educational background, credentials and experience on comparable projects;
 - 6. Subconsultants to be used, if any, and their experience in their respective fields. Indicate the tasks to be performed by these subconsultants;
 - 7. List of current staff, including job classification;
 - 8. Firm qualifications;
 - 9. Firm organization chart;
 - 10. List current projects or commitments in your office;
 - 11. List in reverse chronological order for the last four years' projects completed or under design for which your firm provided engineering consultant services in the category or categories of services which your firm is proposing to provide, and indicate for each:
 - a). Name of project

- b). Project location(s)
 - c). Brief description
 - d). Name of owner
 - e). Name of owner's contact person and telephone number
 - f). Your firm's specific involvement
 - g). Status of completion.
12. List the name and phone number of at least four additional client references.
13. Include the following statement: "[Proposer/Firm Name] has reviewed the sample agreement associated with this RFQ and, if selected, can enter into an agreement of that form."
- B. The second part will allow the Department to examine the consultant's potential for using subconsultants to provide the services outlined in this RFQ. Please list portions of work that could potentially be completed by a DBE subconsultant under this Agreement. The Agreement will not have a DBE goal, however the Projects receiving federal-aid may have a goal and consultants are encouraged to assist the Department in meeting any goal established for a Project. Please complete Exhibit 10-O1, Consultant Proposal DBE Commitment, (Consultant Contracts) from the LAPM to be included in the proposal (see Attachment G.1 to this RFQ). This document will be included as an Exhibit to the Agreement upon a successful contract negotiation. Please note, however, that the ability to identify and utilize DBE subconsultants will not be used as a criterion for selecting on-call consultants. Exhibit 10-O2, Consultant Contract DBE Commitment, will be submitted in the sealed fee proposal on a project by project basis (See Attachment G.2 to this RFQ).

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFP

VI. GENERAL PERSONNEL REQUIREMENTS

All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible charge of, a licensed engineer and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "preliminary," "not for construction," "for plan check only," or "for review only." All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant is required to submit a written request and obtain the Department Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the Department. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the Department's Contract Administrator. For a Sample Cost Proposal, see Exhibit 10-H (Attachment B).

In responding to the Department's Task Order and in consultation with the Department's Contract Administrator, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Agreement.

The Consultant's personnel shall typically be assigned to and remain on specific Department projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department.

After the Department Contract Administrator's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Department Contract Administrator's prior written approval.

Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the Department's Contract Administrator for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Department's Contract Administrator within one (1) week of receiving the request.

The Department's Contract Administrator may interview the Consultant's personnel for the qualifications and experience. The Department's Contract Administrator's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant

shall provide adequate qualified personnel to be interviewed by the Department's Contract Administrator within one (1) week of receiving the request.

The Department's Contract Administrator shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Department's Contract Administrator may reject any Consultant personnel determined by the Department's Contract Administrator to lack the minimum qualifications. If at any time the level of performance is below expectations, the Department's Contract Administrator may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from Department's Contract Administrator. Invoices with charges for personnel not pre-approved by the Department's Contract Administrator for work on the Agreement and for each Task Order shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Department's Contract Administrator. The removal or replacement of personnel without the written approval from the Department's Contract Administrator shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel is on approved leave and required by the Department's Contract Administrator, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the Department. Substitute personnel shall receive prior written approval from the Department's Contract Administrator to work on this Agreement.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The Department's prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the Department's Contract Administrator. On such occasions, with the approval of the Department's Contract Administrator, the Department shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the

Consultant's responsibility. In addition, services to train the Department's personnel shall not be provided by the Consultant under this Agreement.

In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period, to perform the tasks described in this Agreement and in the Task Orders.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the Department's Contract Administrator.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
10. Reviewing invoices for accuracy and completion before billing to the Department.
11. Managing Subconsultants.
12. Managing overall budget for Agreement and provide report to the Department's Contract Administrator.
13. Monitoring and maintaining required DBE involvement.
14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

17. Provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
18. Experience and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.

VII. CONSULTANT SELECTION PROCEDURE

The selection procedure shall be in accordance with Fresno Department Ordinance Code Chapter 4.10 and applicable provisions of the "Policy for Selection and Compensation of Architectural/Engineering Consultants" as revised by the Board of Supervisors on October 2, 2007 and Chapter 10 Consultant Selection, of the California Department of Transportation's Local Assistance Procedures Manual.

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations to the Fresno County Board of Supervisors. The Committee will consist of representatives of the Department, other County of Fresno Departments, outside agencies or private companies if considered necessary or desirable for the selection process. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission. These firms may be invited to participate in interviews prior to a final selection.

The Committee will address the following criteria in its evaluation of the SOQs and will use an Evaluation Sheet to systematically review the SOQs (See Attachment C).

- A. Educational background of the consultant's key individuals;
- B. Experience with an emphasis on engineering services or environmental services related to typical Public Works projects;
- C. Quality of past performance for the Department or similar agencies;
- D. Qualifications of individual(s), within the consultant's organization, directly responsible for the work. The Department reserves the right of approval of the consultant's project manager;
- E. Adequacy of staff to perform the work within the time allowed;
- F. Demonstrated ability to make effective public presentations;
- G. Demonstrated ability to work effectively with Department staff, other public agencies and related parties;
- H. New or innovative ideas presented;
- I. Knowledge of local conditions, where appropriate;
- J. Demonstrated ability to keep costs within project budget and estimates;
- K. All other things being equal, local (within Fresno County) consultants are preferred over non-local consultants;
- L. All other things being equal, non-local consultants who associate with a local consultant for the purpose of the particular services required shall be preferred to non-local consultants who do not so associate; and
- M. After the most qualified firms have been identified, professional fees will be a factor in the

final selection.

The Department reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the Department, the proposer consents to such an inquiry and agrees to make available to the Department such books and records the Department deems necessary to conduct the inquiry.

VIII. FEE DETERMINATION

The term of the Agreement will be three years, with two optional one-year extensions. The maximum total fee of the agreement will vary depending on the type of service the consultant is selected for, and may range from \$400,000 to \$999,000. Total fees paid to the consultant will be dependent upon the professional services performed for the projects. No guarantee is made that the total fee or any fee will be received by the consultant.

IX. PROTEST PROCEDURES

When a written appeal is filed regarding the decision of the selection committee, the Director of the Department and a representative of the County Administrative Officer shall render a decision on the merits of the appeal within ten (10) days.

All appeals shall be filed in writing with the Director of the Department within five (5) working days after notification of non-selection, or the proposer shall lose any right to further appeals.

All proposals shall be kept confidential throughout the appeals process and no proprietary information concerning project approach, concepts, or preliminary analyses shall be revealed to competing firms.

In cases where a resolution satisfactory to the appellant is not possible, the appeal will be heard by the Board of Supervisors in regular session.

All proposers will be notified when an appeal is made. When an appeal is to be heard by the Board of Supervisors in regular session, the notification will include the time and place for the hearing and all affected firms as well as the Department will be given an opportunity to comment. Affected professional societies will be allowed to file comments with the Board of Supervisors prior to such hearings.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: _____) e) **TOTAL FRINGE BENEFITS**
- [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate: _____) g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____**FEE (Profit)**

- q) (Rate: _____) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] \$ _____

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____**TOTAL COST** [(c) + (j) + (k) + (p)] \$ _____**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
_____	_____	=	_____

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	_____	+	_____	=	_____	_____
Year 2	_____	+	_____	=	_____	_____
Year 3	_____	+	_____	=	_____	_____
Year 4	_____	+	_____	=	_____	_____

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year
Year 1	_____	*	_____	=	_____
Year 2	_____	*	_____	=	_____
Year 3	_____	*	_____	=	_____
Year 4	_____	*	_____	=	_____
Year 5	_____	*	_____	=	_____
Total	_____		_____	=	_____

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year
Year 1	_____	*	_____	=	_____
Year 2	_____	*	_____	=	_____
Year 3	_____	*	_____	=	_____
Year 4	_____	*	_____	=	_____
Year 5	_____	*	_____	=	_____
Total Direct Labor Cost with Escalation				=	_____
Direct Labor Subtotal before Escalation				=	_____
Estimated total of Direct Labor Salary Increase				=	_____

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant _____ Contract No. _____ Date _____

Fringe Benefit + Overhead + General Administration = Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)
 FEE = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
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 their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

Page ____ of ____

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	_____
Sub-professional/Technical*	_____	_____	_____
EQUIPMENT (with Operator)	_____	_____	_____

OTHER DIRECT COST

Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	_____	\$_____	_____
Supplies/Consumables (Itemize)	_____	\$_____	_____
Travel/Mileage	_____	\$_____	_____
Report (if applicable)	_____	\$_____	_____

TOTAL COST PER UNIT OF WORK

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET *

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

EvaluatorContract Office

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

***Notes:**

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as local presence or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of the criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted values must be identified in the RFP. If the RFP has different evaluation criteria or weighted values then the information above would have to be changed to match. The Contract Office is to initial and date in the space provided to verify that the criteria and weighted values used in the evaluation sheet are appropriate and that the sheet has been completed correctly.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

Distribution: Local Agency Project Files

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File #15123
 February 23, 1999
 Resolution #99-086

**BEFORE THE BOARD OF SUPERVISORS
 OF THE COUNTY OF FRESNO
 STATE OF CALIFORNIA**

In the matter of

Adoption of Standard Conflict of Interest
 Code for All County Departments.

Resolution #99-086

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend the text of its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors is the code reviewing body for all County departments except courts; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth,

28

1 constitute the conflict of interest codes of each County department except courts.

2 Conflict of interest forms shall be filed as follows:

3 1. As required by Government Code Section 87500, subdivision (e), the
4 County Administrative Officer, District Attorney, County Counsel, and Auditor-
5 Controller/Treasurer-Tax Collector shall file one original of their statements with the County
6 Clerk, who shall make and retain copies and forward the originals to the Fair Political
7 Practices Commission, which shall be the filing officer. The County Administrative Officer,
8 District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall also
9 file one copy of their statements with the Clerk to the Board of Supervisors.

10 2. As required by Government Code section 87500, subdivision (j), all other
11 department heads shall file one original of their statements with their departments. The filing
12 officer of each department shall make and retain a copy of the department head's statement
13 and shall forward the original to the Clerk to the Board of Supervisors.

14 3. All other designated employees shall file one original of their statements with
15 their departments.

16 All statements shall be public records and shall be made available for public
17 inspection and reproduction. (Gov. Code, § 81008.)

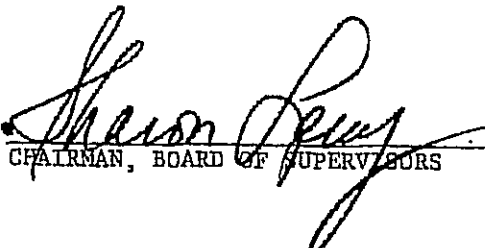
18 Adopted at a regular meeting of the Board of Supervisors, held on the 23rd day
19 of February, 19 99, by the following vote, to wit:

20 Ayes: Supervisors Koligian, Case, Arambula, Oken, Levy

21 Noes: None

22 Absent: None

23
24 ATTEST:
25 SHARI GREENWOOD, CLERK
26 BOARD OF SUPERVISORS

27 
CHAIRMAN, BOARD OF SUPERVISORS

28 By 
Deputy

File #15123

Agenda #28

Resolution #99-086

<u>Classification</u>	<u>Category</u>
Public Works Division Engineer	1
Real Property Agent – Assistant / Associate / Senior	1
Real Property Manager	1
Resources Manager	1
Road Maintenance Supervisor	2, 3
Road SuperIntendent	2, 3
Senior Architect	1
Senior Economic Development Analyst	1
Senior Engineer	1
Senior Engineering Technician	1
Senior Geologist	1
Senior Information Technology Analyst	1
Staff Analyst I / II / III / Senior / Principal	1
Staff Analyst I-A / II-A / III-A	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Land Surveyor	1
Supervising Water/Sewer Specialist	2, 3
Systems and Procedures Analyst I / II / III / Senior	1
Systems and Procedures Manager	1
Traffic Maintenance Supervisor	2, 3

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II / Senior / Supervising	2, 3
Architect	1
Building Inspector I / II	1
Building Plans Engineer	1
Capital Projects Division Manager	1
Chief Accountant	1
Chief Building Inspector	1
Chief of Field Surveys	1
Community Development Manager	1
Consultant	*
Deputy Director of Planning	1
Deputy Director of Public Works	1
Development Services Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2, 3
Engineer I / II / III	1
Field Survey Supervisor	1
Geologist I / II / III	1
Housing Rehabilitation Specialist I / II / III	1
Parks and Grounds Superintendent	2, 3
Planner I / II / III / Senior / Principal	1
Principal Accountant	1
Principal Engineer	1
Principal Housing Rehabilitation Specialist	1

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category must disclose all investments, interests in real property and income, and business positions. Financial interests are reportable only if located within or subject to the jurisdiction of Fresno County; or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the "jurisdiction" of the County if it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities), or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all investments in, income from, and business positions with any business entity which, within the last two years, has contracted or in the future may foreseeably contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in the category shall disclose all interests in real property within the jurisdiction. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two mile of any land owned or operated by the County.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <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 _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. 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.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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 influence 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 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 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, and 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. SF-LLL-Instructions Rev. 06-04

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Financial Assistance Programs – Grants and Loans

Davis-Bacon Act Compliance

The Clean Water/Drinking Water State Revolving Fund Programs (CWSRF/DWSRF) provides assistance to cities, counties, municipalities, and communities across the State of California. This assistance comes with Federal requirements which are unfamiliar to many assistance recipients. The State Water Resources Control Board publishes information to the public regarding Davis-Bacon Act compliance on this web page.

➤ Compliance Notice

All CWSRF/DWSRF Financial Agreements executed on or after October 30, 2009 will need to comply with Davis-Bacon provisions regardless of the funding source.

In order to comply with these provisions, it is the responsibility of the CWSRF/DWSRF recipient to ensure that all contractors and subcontractors:

- Include appropriate wage determinations and required clauses in bids and contracts
- *Verify registration in approved U.S. Department of Labor Apprenticeship Programs
- Conduct employee wage rate interviews
- Collect/review weekly payroll and compliance statements
- Post in a conspicuous location applicable wage determinations and Davis-Bacon posters at construction site

Davis-Bacon compliance is required for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences.

*The California Department of Industrial Relations (CDIR) and the California Apprenticeship Council (CAC) is no longer recognized by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (DOL/ETA OA). Therefore, all apprentices working on construction projects financed through CWSRF/DWSRF agreements must be registered in a bona fide apprenticeship program recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

To obtain DOL Apprenticeship Program and allowable ratio of apprentice to journeyman documentation, please email [Rick Davis](#), DOL/ETA OA.

The following is a guide to be used for CWSRF/DWSRF projects:

➤ Bid/Contract Documents:

1. Physically include wage determinations which can be found at www.wdol.gov.
2. Physically include [Davis-Bacon language](#).

➤ During Construction:

1. Davis-Bacon poster and wage determinations (federal and state) must be posted in a conspicuous place at the project construction site.
2. Contractors and subcontractors must submit weekly certified payrolls to recipient.
3. Recipient or authorized representative compare payrolls to wage determinations to ensure wages and fringes are being paid.
4. Recipient or authorized representative **conduct employee interviews** using Labor Standards Interview Form (Standard Form 1445).

5. The recipient, contractors/subcontractors shall be prepared to make available any Davis-Bacon documentation to State Water Board, EPA, DOL, and other auditing authorities.

➤➤ **After Construction:**

1. Certified payrolls and interview forms must be kept for three (3) years
2. Davis-Bacon documentation must remain available for review by State Water Board, EPA, DOL and other auditing authorities for a period of at least (3) years after completion of construction

➤➤ **Posters**

- **Wage Poster** (WH-1321) – This poster must be posted at the construction site in a conspicuous place protected from the weather in all relevant languages. »» [English](#) | [Spanish](#)

➤➤ **Forms**

- **Labor Standards Interview Form** ([Standard Form 1445](#))
- **Payroll Form** (WH-347)
- **[Instruction For Completing Payroll Form, WH-347](#)**

➤➤ **References**

- [29 CFR Part 1](#)
- [29 CFR Part 3](#)
- [29 CFR Part 5](#)

➤➤ [Davis-Bacon Language](#)

➤➤ **[Frequently Asked Questions](#)** (FAQ), updated 9/18/2013

Davis Bacon Reference Links

➤➤ US Department of Labor

- [Davis-Bacon and Related Acts](#)
- [Wage Determinations Online](#)
- [Office of Apprenticeship](#)

➤➤ [CA Department of Industrial Relations, Office of Apprenticeship Standards](#)

Questions?

For more information about Davis-Bacon Compliance, please email us at DavisBacon@waterboards.ca.gov or phone (916) 327-7323

(Updated 12/21/16)

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The California Water Boards include the [State Water Resources Control Board](#) and nine [Regional Boards](#)
The State Water Board is one of six environmental entities operating under
the authority of the California Environmental Protection Agency
[Cal/EPA](#) | [ARB](#) | [CalRecycle](#) | [DPR](#) | [DTSC](#) | [OEHHA](#) | [SWRCB](#)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

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

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

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

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

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

COUNTY PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION REQUIREMENTS

HOLD HARMLESS

A. The CONSULTANT shall hold harmless and indemnify the COUNTY, its officers, agents, and employees, against the payment of any and all costs and expenses (including reasonable attorney fees and court costs), damages, claims, suits, losses, and liability for bodily and personal injury to or death of any person or for loss of any property resulting from or arising out of any negligent or wrongful acts, errors or omissions of the CONSULTANT, its officers, agents, and employees, in performing or failing to perform any work, services, or functions under this AGREEMENT.

B. The COUNTY and the CONSULTANT hereby declare their mutual intent to cooperate in the defense of any claim, suit, or other action alleging liability, arising from the negligent performance or failure to perform of any COUNTY construction contractor or subcontractor involved in PROJECT(S). Such cooperation may include an agreement to prepare and present a cooperative defense after consultation with the CONSULTANT'S professional liability insurance carrier.

LIABILITY INSURANCE

A. Without limiting the COUNTY'S right to obtain indemnification from the CONSULTANT or any third parties, the CONSULTANT, at its sole expense, shall maintain in full force and effect, the following insurance policies prior to commencement of any work for the COUNTY and throughout the entire term of this AGREEMENT (with the exception of Professional Liability Insurance, which CONTRACTOR shall maintain in full force and effect for the additional period of time required by Article XX, Section A, Paragraph 4).

1. Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages including completed operations, products

COUNTY PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION REQUIREMENTS

liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this AGREEMENT.

2. Comprehensive Automobile Liability Insurance with limits for bodily injury of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this AGREEMENT.

3. Worker's Compensation insurance policy as required by the California Labor Code.

4. Professional Liability Insurance:

a. If the CONSULTANT employs licensed professional staff in providing services, Professional Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

b. The Professional Liability Insurance shall be kept in full force and effect for a period of three (3) years from the date of substantial completion of the CONSULTANT's work as determined by the COUNTY.

The CONSULTANT shall obtain endorsements to the Commercial General Liability insurance naming the COUNTY, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this AGREEMENT are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under the CONSULTANT'S policies herein. The CONSULTANT shall give the COUNTY at least thirty (30) days advance written notice of any cancellation, expiration, reduction or other material change in coverage with respect to

COUNTY PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION REQUIREMENTS

any of the aforesaid policies.

Prior to commencing any such work under AGREEMENT, the CONSULTANT shall provide to the COUNTY certificates of insurance and endorsements for all of the required policies as specified above, stating that all such insurance coverage has been obtained and is in full force; that the COUNTY, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the COUNTY, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this AGREEMENT are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the CONSULTANT'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY. All certificates shall clearly indicate the COUNTY'S identifying Contract Number for this AGREEMENT, and the certificates shall be sent to the attention of the CONTRACT ADMINISTRATOR.

In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this AGREEMENT upon the occurrence of such event. All policies shall be issued by admitted insurers licensed to do business in the State of California, and all such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.