



**INYO COUNTY
DEPARTMENT OF PUBLIC WORKS**

Request for Proposals for Environmental and Engineering
Consultant Services

In support of

Highway Safety Improvement Program (HSIP)
Onion Valley Guardrail Project

State Funded Project HSIPSL-5948(102)
County Project ZP-21-019

Release: August 20, 2021

Due Date: October 6, 2021

Inyo County Department of Public Works
168 N. Edwards Street / PO Drawer Q
Independence, CA 93526

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INTRODUCTION

The Inyo County Department of Public Works (County) is requesting proposals for Environmental and Engineering Consultant services in support of a highway safety improvement program guardrail replacement project on Onion Valley Road near Independence, CA.

The Onion Valley Guardrail Project (Project) is funded through the Highway Safety Improvement Program using state-only funds. A copy of the grant application is included for reference in attachment 1. The Consultant is expected to thoroughly understand and will be required to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed available funding unless additional funding sources are identified and secured prior to contract award or prior to a properly executed amendment for cost increases. The performance period of the contract shall be from the date approved by the Inyo County Board of Supervisors to the completion of the Design phase.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP and Clarifications, if issued, will be sent to all prospective Consultants the County has specifically e-mailed a copy of the RFP to and will be posted on the County website at: <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp>

It shall be the Consultant's responsibility to check the County website to obtain any addenda that may be issued. All addenda and clarifications will be posted and distributed a minimum of 72 hours prior to due date.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/USB of the Consultant's proposal. The hard copies and CD/USB shall be mailed or submitted to the below address prior to **4:00 PM, DUE DATE: October 6, 2021**.

Inyo County Public Works
168 N. Edwards Street/ PO Drawer Q
Independence, CA 93526
Attn: Trevor Taylor

Proposals shall be submitted in a sealed package clearly marked "**Onion Valley Guardrail Project – Environmental and Engineering Consultant Services**"

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **4:00 P.M., October 6, 2021**.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to

modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Inyo County Board of Supervisors.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: 10/6/2021 – 10/20/2021

Oral interviews: 10/20/2021 – 10/27/2021

Cost Negotiation with first ranked consultant: 10/27/2021 – 11/8/2021

Contract Award and Notice to Proceed: 2/1/2022*

*Contract award date is scheduled further out to leave time for Caltrans IOAI financial document review and to avoid downtime associated with the winter seasonal closure of upper portions of Onion Valley Road.

Any questions related to this RFP shall be submitted in writing to the attention of Trevor Taylor via email at ttaylor@inyocounty.us. Questions shall be submitted before 4:00 PM on **September 29, 2021.**

No oral question or inquiry about this RFP shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

Onion Valley Road is located in the rural, remote, and rugged granitic terrain of the Eastern Sierra Nevada Mountain Range near Independence, CA. Elevation ranges from 6500-9000 feet above mean sea level. The road provides access to the Inyo National Forest and John Muir Wilderness and is popular with outdoor recreationists of all types. The proposed project consists of replacing 18 existing guardrail sites along a 5.5 mile stretch of Onion Valley Road to current standards for Midwest Guardrail System and terminal systems. The majority of the existing guardrail sites are on sharp, blind curves with grades up to 10%. Downslope embankments range from 25 to several hundred feet with slopes as steep as 1:1. The roadway consists of variable width (~22-26 foot) asphalt pavement with a combination of dirt and failing asphalt shoulders. Hinge point ranges from <1 to 5+ft.

A standard MGS design and selection of appropriate terminal systems is proposed for all 18 of the existing sites. It is anticipated that once survey data is obtained, the design phase should move along smoothly for the majority of the sites. There are a few sites where slope erosion is an issue and the design will need to carefully consider whether slope stabilization is required to install MGS to current standards or whether other options may save design effort and construction costs (potential narrowing of travelled way to provide enough space for new guardrail). The goal is to install safer guardrail systems at as many of the sites as possible and maximize the impact of the available construction funding; consideration should be given to minimizing construction costs where possible if one or two individual sites prove to be overly problematic. The design concept for any sites that will require additional work should be sufficiently developed prior to environmental document finalization to ensure proper scoping of the environmental document. Right-of-way is not anticipated to become involved in this project. The underlying land owner for the portion of Onion Valley Road involved in this project is the US Forest Service and consultation will be required. The environmental consultant should be able to anticipate level of effort needed for CEQA and should highlight any expected permits or studies that would be required for environmental compliance.

SCOPE OF WORK

General:

The County is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Onion Valley Guardrail Project to and through the design phase with additional tasks for bidding assistance.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the County included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to complete the PE phase for the Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – A County Engineer, in responsible charge, will serve as the contract manager and direct liaison between the Consultant and Caltrans District 9 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the County and consultant sub-contractors, and preparing submissions for the County to submit to Caltrans Local Assistance as needed. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Preliminary Engineering Studies** – The general project work and locations have been developed but the consultant will need to define and refine the specifics to ensure the project's constructability with extra attention given to the more challenging sites where erosion and shoulder width/condition is an issue. The Consultant should review all materials used in preparing the grant application and ensure that the work plan is refined enough for a properly scoped environmental document. Consultant shall define and recommend and design preferred end treatments where required for compliant MGS. This task should be used for developing the design concepts and related activities needed to establish the parameters for final design and to ensure proper environmental scoping.
- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts (not anticipated), and the level of environmental clearance. Obtain necessary bench mark information from the County as available and tie the survey to existing benchmarks.

Reduce survey data and prepare a comprehensive base map which reflects right-of-way, existing conditions and proposed improvements. APE maps and contractor use areas should also be depicted as necessary. Identify location of any survey monuments that may be affected by construction and ensure that they are included in the Plans for preservation/protection.

Base map shall show proposed improvements. Plans are to be drawn in AutoCAD format 2014 or higher. All plans will be D size drawings 24" x 36". Consultant will submit to County 2 copy sets and 1 copy on CD or USB drive for review at the completion of the Base Mapping phase.

- **Environmental Studies and Documentation** – Complete the environmental review; including preparation of any required technical studies to complete the CEQA document. A categorical exemption with avoidance/minimization measures is anticipated. In case of any scope change due to project site conditions, the Consultant will provide all required professional environmental services necessary to obtain environmental clearance. The Consultant will also ensure the project design and construction documents comply with the requirements of the environmental document and any regulatory agency permits. Anticipated regulatory agency permits should be listed and level of effort needed to put them in place should be reasonably projected.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Participate in coordination meetings for ROW and USFS consultation as necessary. ROW issues are not expected. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget and schedule. Include any necessary erosion control and traffic control in the plans and specifications. Public safety during the work should be considered given that the roadway contains many switchbacks where work would be occurring above lower sections of road. PS&E shall be submitted to the County at 60%, 90%, and final contract documents.
- **Bid Process** (after PE phase completion, *optional*) – Provide an electronic copy and one hard copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The County will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. If needed, the Consultant shall respond to questions that arise during the bidding phase and prepare addendums which will be distributed by the County. Consultant services would only be requested for supporting the County on questions/addendums that exceed the technical experience of County staff.
- **Services during Construction** (CE funded, *optional task*) – The Consultant shall be available, if requested by the County, to assist in responding to Request for Information (RFI) and preparing and/or reviewing change orders if design related issues arise during construction. Revisions to the plans caused by a need for clarification or adjustments due to field conditions differing from plans shall be performed by the Consultant as part of the fixed fee.

Contract Term – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

Method of Payment – Actual Cost Plus Fixed Fee. The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the County before they incur work on the contract or the costs can be questioned or disallowed.

*Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed in order to successfully implement the project.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by the scope of work included in this RFP.

Corrections – Corrections or revisions to the Design Calculations, Plans, Specifications, Quantity Calculations, Engineer’s Estimate and other documents prepared by the Consultant are anticipated and shall be considered a part of the normal design process. **No extension of time or fees shall be allowed for corrections as described herein above.**

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

Quality Control/Assurance Measures – Implement and maintain quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratories.

Materials to be provided by the Agency – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the approved delivery schedule, cost estimate, and available funding.

Work to be performed by the Agency – The County will manage the Consultant contract, attend meetings, and act as liaison between the Consultant and Caltrans. The County will complete the Request for Allocation (RFA) and Contract Award processes through Caltrans for the Construction phase.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency’s projects’ listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.

- Providing services to construction contractor’s subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Project Schedule – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart. Identify critical milestones and any anticipated review time needed.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Trevor Taylor
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager,

shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe and clearly indicate project deliverables for each task and phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe any critical engineering design issues associated with the project and how you will address these.
 - b. Describe any critical environmental issues and how you will address these. Explain whether the NEPA process will be a factor and any steps that can be taken to streamline the environmental process.
 - c. Describe any steps that could be taken to minimize cost and schedule.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. State-Aid Provisions

The proposing Consultant's services are state funded through HSIP, which necessitate compliance with additional requirements. The Consultant is responsible for adhering to all requirements for State-funded projects. Special attention is directed to Attachment 3 – Local Assistance Procedures Manual Exhibit (LAPM) 10-Q Disclosure of Lobbying Activities. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable state-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Consultant Certification of Contract Costs and Financial Management System(LAPM 10-K)
- Any relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for state funded projects and have clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

11. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. Cost plus Fixed Fee.

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a **separate sealed** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare an Actual Cost-Plus-Fixed Fee estimate with monthly progress payments.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a County of Inyo Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

The top three qualified Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process or will be destroyed accordingly. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	20
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
9	Ability to Enter into Contract 146.1	Pass/Fail
Subtotal:		80

No.	Written Evaluation Criteria	Weight
10	Presentation by Team	10
11	Q&A Response to Panel Questions	10
Subtotal:		20
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm, key personnel, and sub-consultants to conduct engineering services on both federal and state-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity with project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to County needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person’s time is appropriately committed to the project.

- ii. Team successfully addresses Site Planning and Programming efforts.
- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the County
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist County during the project.

4. Scope of Services to be Provided (20 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the County's overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and any required submittals for project management and State-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

- a. Provide a statement addressing firm's ability to establish an office within the County or surrounding area. The firm should be reasonably available and responsive regarding any on-site needs.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (10 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating*Weight)
1	Completeness of Response	N/A	Pass/Fail	
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		20	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	
7	Local Presence		5	
8	References		10	
9	Ability to Enter into Contract 146.1	N/A	Pass/Fail	
10	Presentation by Team		10	
11	Q&A Response to Panel Questions		10	
Total				

APPENDIX C – PROPOSED PROJECT SCHEDULE FROM GRANT APPLICATION

Project Schedule –

General Schedule Overview per Grant Application	Start Date	Duration	End Date
RFP Advertising	8/20/2021	47	10/6/2021
Proposal Review	10/6/2021	14	10/20/2021
Oral Interviews	10/20/2021	7	10/27/2021
Consultant Selection and Price Negotiation	10/27/2021	12	11/8/2021
Enter into Contract	11/8/2021	84*	2/1/2022
PE Phase	2/1/2022	120	6/1/2022
Construction Phase	7/1/2022	60	9/1/2022

*duration has been extended to account for time needed for Caltrans IOAI financial procedures and to allow for consideration of whether contract award makes sense during the winter seasonal closure of Onion Valley Road

ATTACHMENT 1 - SUPPORTING DOCUMENTS

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Application ID 09-Inyo County-1

Important: Review and follow the [Application Form Instructions](#) step-by-step as you complete the application. Completing an application without referencing the instructions will likely result in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

Submitted By (Agency)

Inyo County

Application Category

Funding Set-asides

Caltrans District

09

Application Number

1

Out of

1

Project Location

Various locations where existing guardrail remains sub-standard along Onion Valley Road near Independence, CA.

Project Description

Remove existing sub-standard sections of Metal Beam Guardrail on Onion Valley Road built in the mid 1960's and replace with 31" Midwest Guardrail System (MGS) to current standards.

Total Project Cost

\$997,000

HSIP Funds Requested

\$997,000

Benefit Cost Ratio (BCR)

0

**APPLICATION FORM FOR
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 09-Inyo County-1

LAPG 9-A (REV 05/2020)

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Basic Information

Date: Jun 17, 2020

Caltrans District: 09

MPO: RURAL

Agency: Inyo County

County: Inyo County

Total number of applications being submitted by your agency: 1

Application Number (each application must have a unique number): 1

 Check if this application is one of the multiple ones for the same project (please review the form instructions for explanation).**Contact Person Information**

Name (Last, First): Taylor, Trevor

Position/Title of Contact Person: Engineering Assistant II

Email: ttaylor@inyocounty.us

Telephone: (760) 878-0347

Extension:

Address: 168 N. Edwards Street

City: Independence

Zip Code: CA 93526

(Enter only a 5-digit number)

Application Category: Funding Set-asides**Project Information**

Project Title:

Onion Valley Guardrail Project

-Be Brief (Limited to 100 Characters)

Project Location:

Various locations where existing guardrail remains sub-standard along Onion Valley Road near Independence, CA.

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

Project Description:

Remove existing sub-standard sections of Metal Beam Guardrail on Onion Valley Road built in the mid 1960's and replace with 31" Midwest Guardrail System (MGS) to current standards.

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)**Total Project Cost**

\$997,000

HSIP Funds Requested

\$997,000

Benefit Cost Ratio (BCR)

(Required for a BCR application. Enter 0 for Funding Set-Aside application)

0

APPLICATION FORM FOR**HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 09-Inyo County-1

LAPG 9-A (REV 05/2020)

Page 3 of 4

1. Project Identification

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations and highest collision types?

(Limited to 5,000 characters)

Onion Valley Road is located in the rural, remote, and rugged granitic terrain of the Eastern Sierra Nevada Mountain Range near Independence, CA. Elevation ranges from 6500-9000 feet above mean sea level. The road provides access to the Inyo National Forest and John Muir Wilderness and is popular with outdoor recreationists of all types. The proposed project consists of replacing 18 existing guardrail sites along a 5.5 mile stretch of Onion Valley Road to current standards for Midwest Guardrail System and terminal systems. The majority of the existing guardrail sites are on sharp, blind curves with grades up to 10%. Downslope embankments range from 25 to several hundred feet with slopes as steep as 1:1. The roadway consists of variable width (~22-26 foot) asphalt pavement with a combination of dirt and failing asphalt shoulders. Hinge point ranges from <1 to 5+ft.

A jurisdiction wide evaluation of crash data available on the Transportation Injury Mapping System (TIMS) was performed to identify any crash data trends that may help the County be competitive with a BCR application. The analysis showed that crashes are generally spread throughout the County and the few locations with clusters of crashes are either within the jurisdiction of the Death Valley National Park or were addressed by a Cycle 7 HSIP project for installing edge lines that was completed in October of 2019. Maps and key findings from the analysis have been included under "additional documentation" for reference. Due to the lack of data that could support a competitive BCR application, the County is opting for the guardrail upgrade set-aside funding. The controlling logic is that, although there are not many data points available to highlight the existing guardrail on Onion Valley Road as an obvious candidate for attention, there have been recent accidents on this steep, winding road and if any of the sub-standard guardrail sections fail, the result would be severe if not fatal.

2. Prior Attempts to Address the Safety Issues

List all other projects/countermeasures that have been (or are being) deployed at the location(s) within the last 5 years. Applicants must identify all federal and/or state funds that have been used or approved within the proposed project limits within the last 5 years. Normally HSIP funding cannot be used to construct safety countermeasures at the same locations within 5 years.

(Limited to 5,000 characters)

Onion Valley Road is one of 18 roads involved in an ongoing cycle 9 HSIP project that will bring the center line striping up to current retro-reflectivity standards. \$461,600 of federal funding has been approved for the cycle 9 HSIP project with \$65,000 currently authorized for PS&E. This project is slated for construction in the spring of 2021.

The sections of existing guardrail to be replaced in this proposed project have not been altered since their installation in the mid 1960's. They are significantly sub-standard and there is not a clear incremental approach to replacing them to current standards for an inevitable future accident. Although the majority of the guardrail sites are located on sharp curves with radii less than 100' which slows vehicles to ~30MPH from the posted 55MPH speed limit, the steep downhill grade, blind curves, and potential for snow and ice on the road increase the chance of a vehicle losing control and colliding with sub-standard guardrail.

3. Other Comments

Explain here if this project has any special circumstances or if you have other comments. Enter "NA" if none.

(Limited to 5,000 characters)

NA

APPLICATION FORM FOR**HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 09-Inyo County-1

LAPG 9-A (REV 05/2020)

Page 4 of 4

Application Attachments (See [Application Form Instructions](#))Please attach all files as needed. **Note: files may not be attachable if file is open. Close before attach.**1. Engineer's Checklist **(Required for all projects)**

HSIP Guardrail Engineers Checklist 10-30-20.pdf

2. Vicinity map/Location map **(Required for all projects)**

Location Map.pdf

3. Project maps/plans showing existing and proposed conditions **(Required for all projects)**

Project General Plan.pdf

4. Pictures of Existing Condition **(Required for all projects)**

Photos.pdf

5. HSIP Analyzer **(Required for all projects)**

HSIPAnalyzer2020.pdf

6. Collision diagram(s) **(Required for a BCR application)**7. Collision List(s) **(Required for a BCR application)****Warrant Studies**

- Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C).

8. Warrant Studies (Not required for this project)

Work on the State Highway System

Does the project include improvements on the State Highway System?

- Yes, and the project will be jointly-funded with Caltrans
(Must be jointly-funded if the project is for intersection safety improvement involving SHS).
A formal Letter of Support from Caltrans District Traffic is required. The letter should include estimates of cost sharing.
- Yes, but the project will not be jointly-funded with Caltrans.
A written correspondence from Caltrans District Traffic is required. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit.
- No.

9. Letter/email of Support from Caltrans (No SHS involved - not required for this project)

10. Additional narration, documentation, letters of support, etc. (Optional)

Accident Data Analysis.pdf

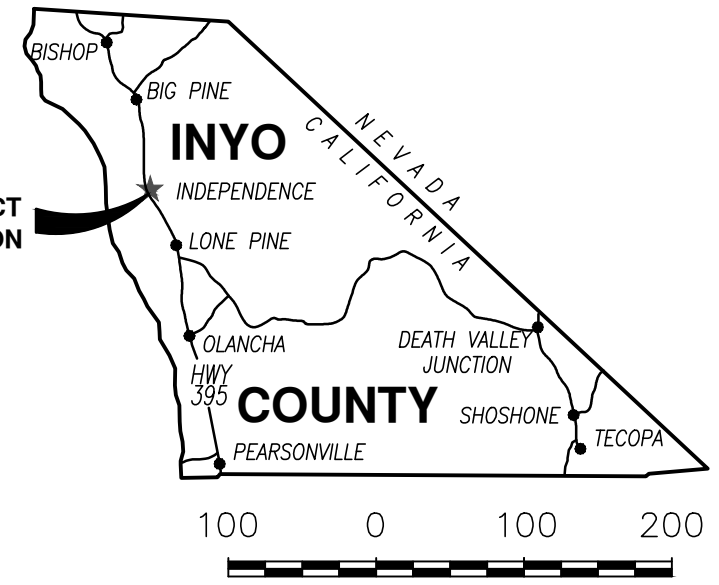


COUNTY OF INYO

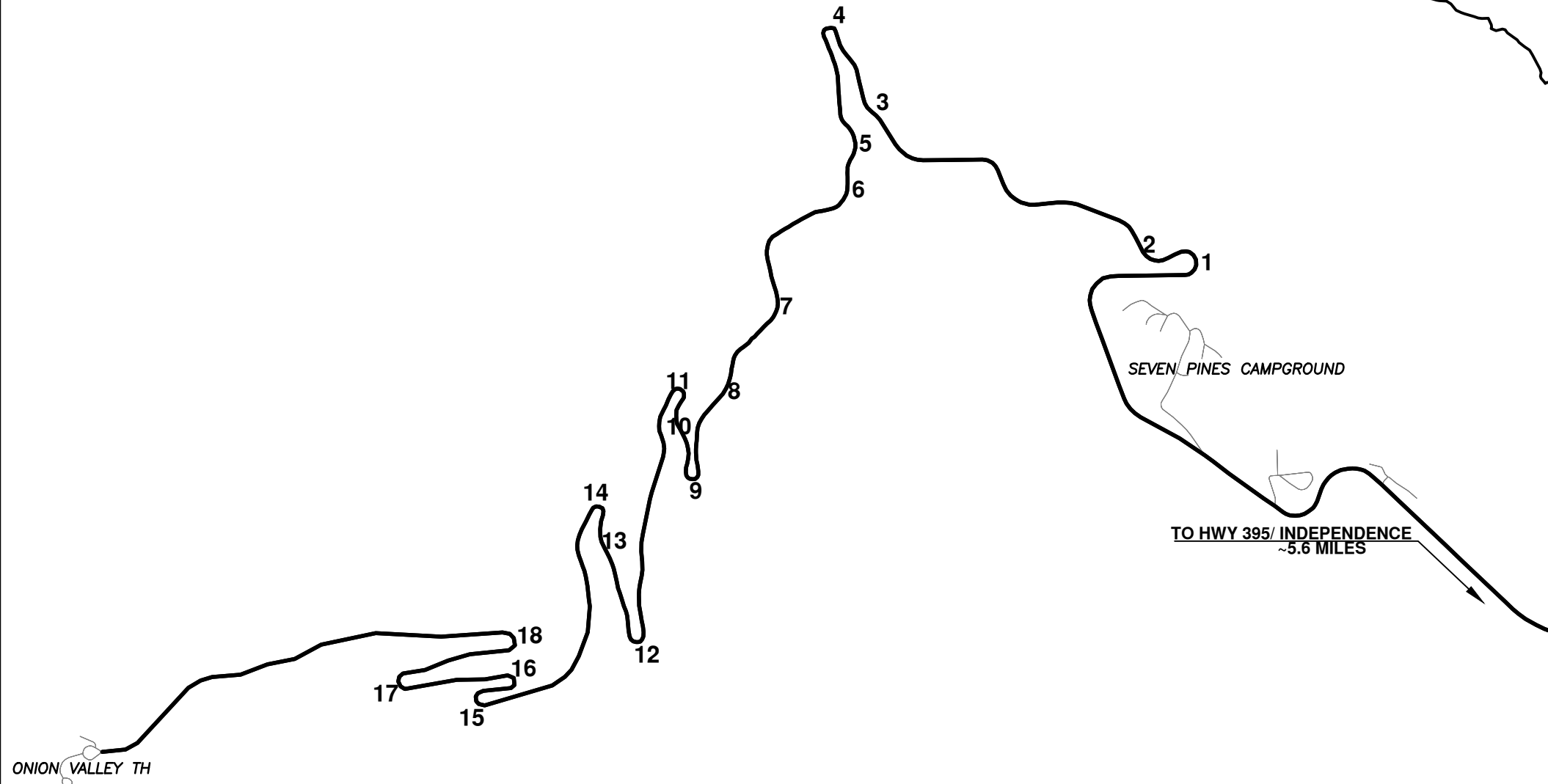
DEPARTMENT OF PUBLIC WORKS

ONION VALLEY GUARDRAIL UPGRADE

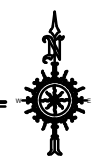
HSIP CYCLE 10 CALL FOR PROJECTS



SCALE IN MILES



ONION VALLEY ROAD VICINITY MAP & PROJECT SCOPE NTS



SITE NO.	EXISTING GUARDRAIL (LF)
1	488
2	325
3	206
4	163
5	217
6	163
7	368
8	260
9	130
10	260
11	238
12	184
13	271
14	325
15	228
16	238
17	108
18	488
TOTAL	4658



Existing Guardrail at Site 16

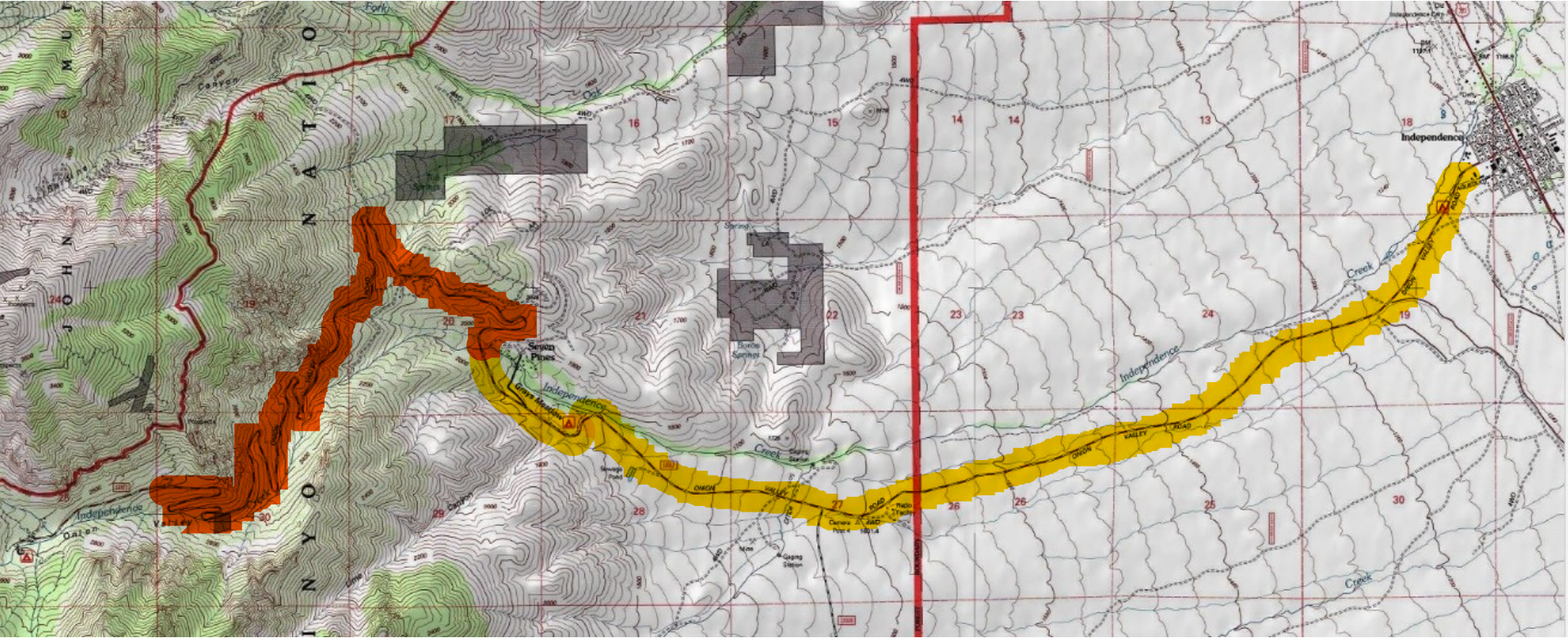
Plans Prepared by:
**INYO COUNTY
PUBLIC WORKS**
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

**ONION VALLEY
GUARDRAIL UPGRADE
HSIP CYCLE 10 GRANT**

Date: _____

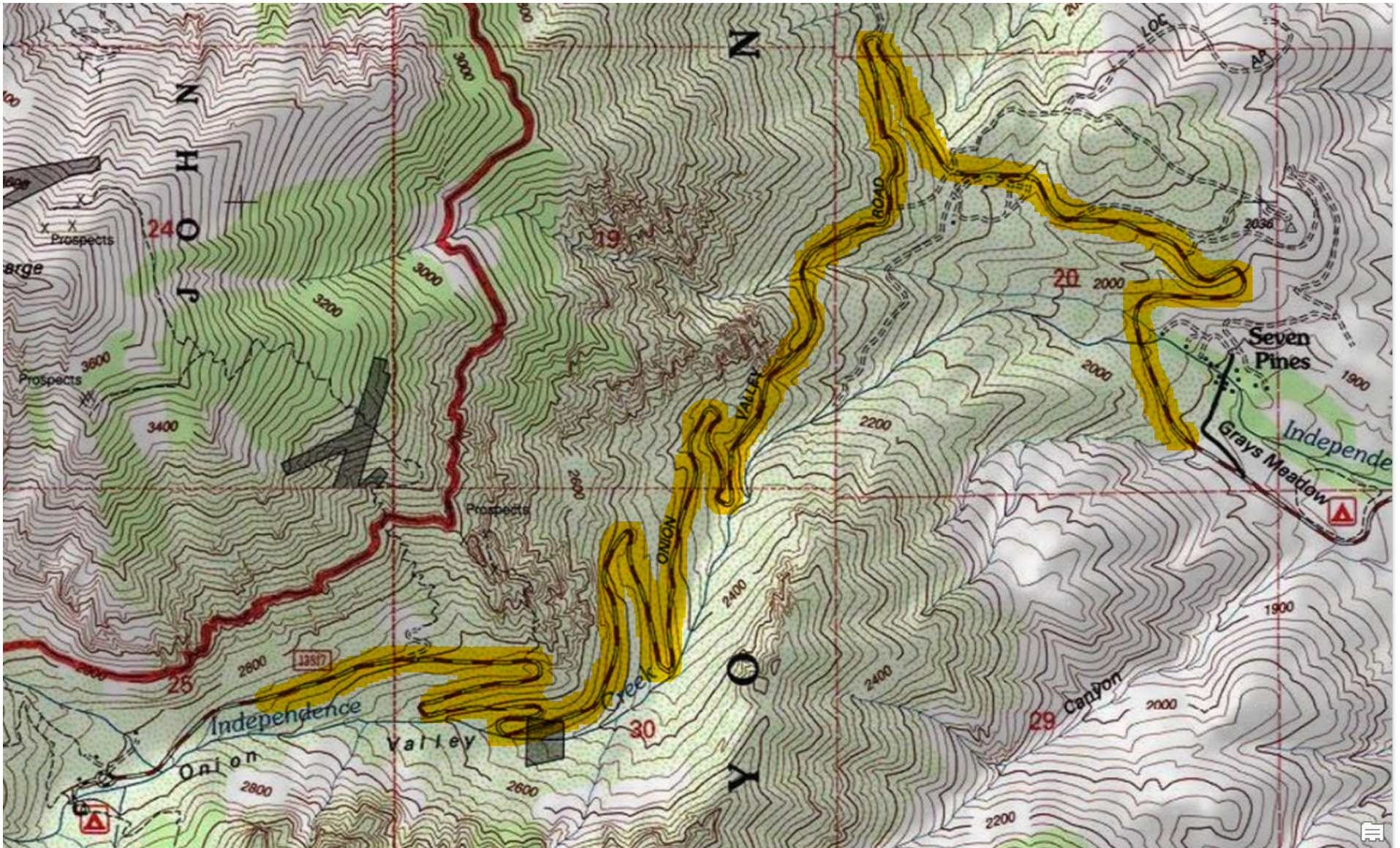
VICINITY MAP

INYO COUNTY - ONION VALLEY GUARDRAIL PROJECT LOCATION



Onion Valley Road from Independence, CA to the Onion Valley Campground Road section highlighted in red represents the stretch of road containing 18 existing guardrail locations to be upgraded

TOPOGRAPHIC LOCATION MAP



Highlight shows the 5.5 mile portion of Onion Valley Road with 18 separate guardrail locations

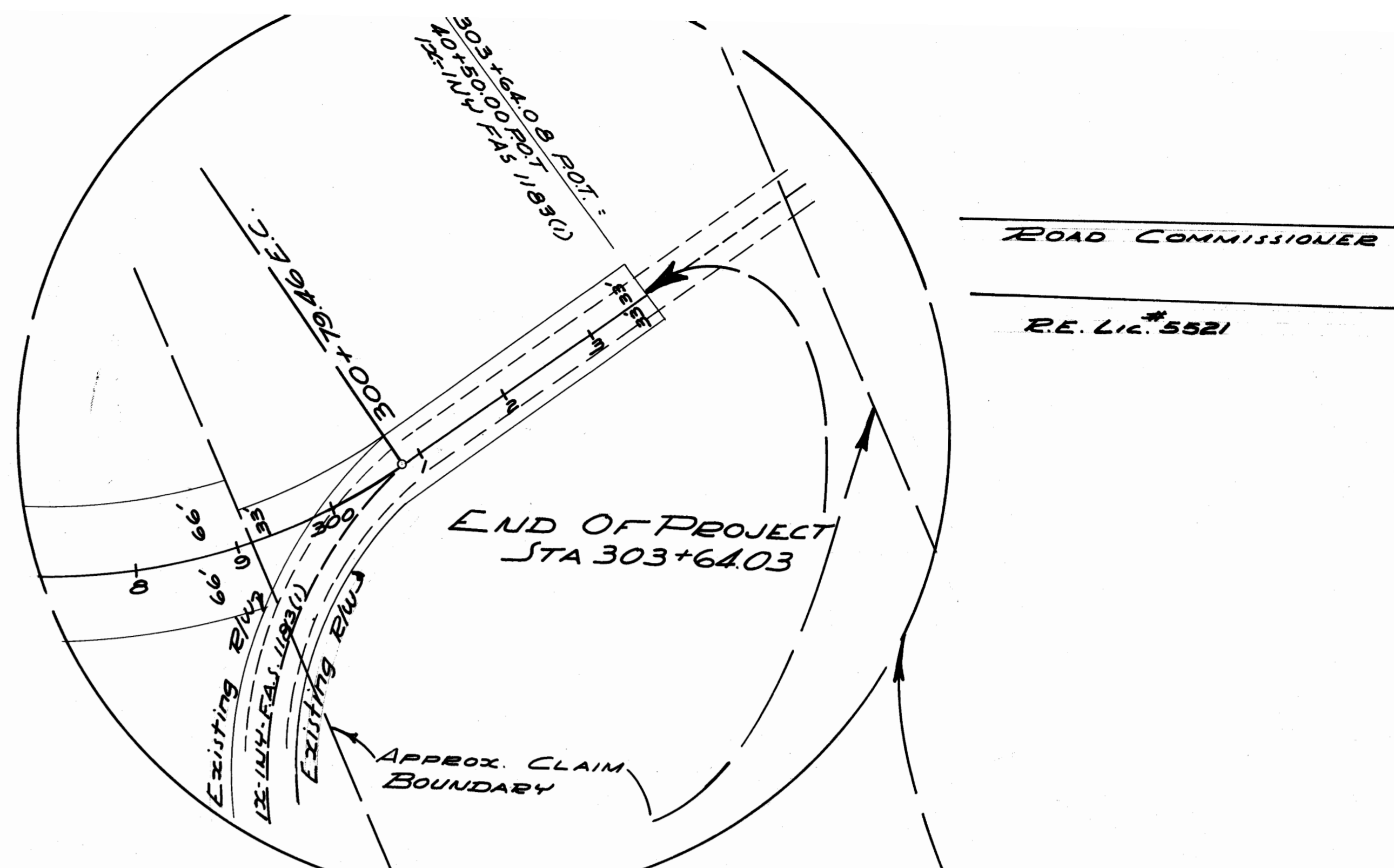
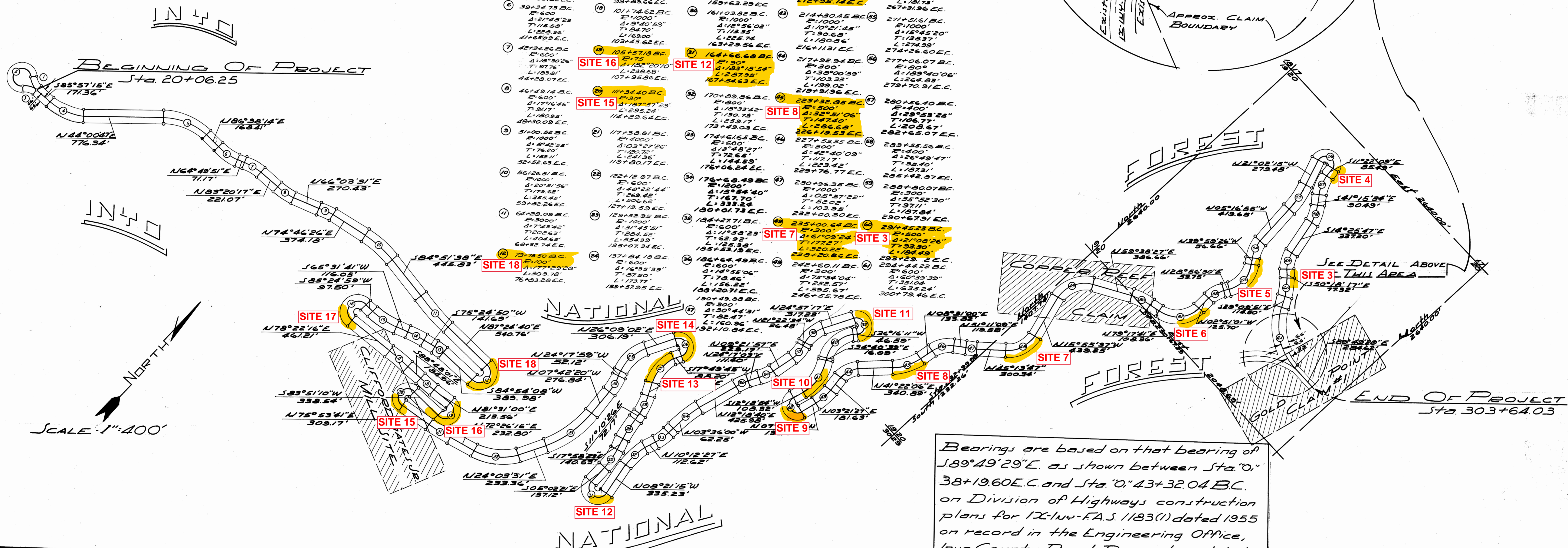
HSIP CYCLE 10 - Onion Valley Guardrail Project

ROW Map showing site locations and curve data

****GUARDRAIL SITES 1 AND 2 NOT SHOWN ON THIS MAP**

CURVE DATA CHART

1) 13+54.58 BC E: 600' Δ: 43°20'30" T: 79.47' L: 151.87' 15+02.87 EC	12) 80+73.26 BC E: 600' Δ: 3°29'19" T: 43.79' L: 99.36' 81+72.62 EC	20) 140+100.7 BC E: 400' Δ: 50°27'01" T: 109.44' L: 198.21' 143+62.28 EC	28) 192+37.32 BC E: 300' Δ: 46°19'51" T: 129.37' L: 242.59' 194+79.91 EC	36) 250+42.44 BC E: 600' Δ: 19°33'14" T: 103.93' L: 205.02' 252+48.26 EC
2) 15+05.87 BC E: 600' Δ: 266°41'00" T: 1348.09' L: 134.96 EC	14) 83+44.31 BC E: 1000' Δ: 1°52'09" T: 89.49' L: 172.54' 84+86.85 EC	18) 149+36.38 BC E: 400' Δ: 17°40'43" T: 176.24' L: 332.00' 153+28.38 EC	26) 201+10.86 BC E: 400' Δ: 70°56'50" T: 218.78' L: 371.48' 204+82.34 EC	34) 253+56.62 BC E: 300' Δ: 82°08'48" T: 226.45' L: 430.11' 257+86.73 EC
3) 18+54.96 BC E: 200' Δ: 49°20'30" T: 79.47' L: 151.87' 20+06.25 EC	16) 86+02.90 BC E: 800' Δ: 1°48'18" T: 140.86' L: 277.69' 88+00.59 EC	22) 157+25.95 BC E: 2000' Δ: 1°06'47.51" T: 119.81' L: 237.34' 159+63.29 EC	30) 204+82.34 BC E: 500' Δ: 46°29'33" T: 218.33' L: 410.03' 209+08.52 EC	38) 257+86.73 BC E: 300' Δ: 3°48'31" T: 98.75' L: 198.37' 261+82.61 EC
4) 21+77.61 BC E: 500' Δ: 41°56'28" T: 119.64' L: 368.01' 25+43.62 EC	18) 89+78.09 BC E: 1000' Δ: 1°48'52.43" T: 326.46' L: 304.55 EC	24) 161+03.82 BC E: 1000' Δ: 1°12'35" T: 113.35' L: 169.94' 163+18.56 EC	32) 207+92.94 BC E: 300' Δ: 38°00'39" T: 214.33' L: 374.89' 213+91.96 EC	40) 264+93.57 BC E: 300' Δ: 1°03'11" T: 98.75' L: 198.37' 267+86.73 EC
5) 24+19.96 BC E: 600' Δ: 42°31'27" T: 123.08' L: 446.36' 37+66.32 EC	20) 97+45.76 BC E: 1000' Δ: 1°12'49.43" T: 124.42' L: 283.90' 99+89.66 EC	26) 170+89.86 BC E: 800' Δ: 1°18'33.42" T: 130.73' L: 259.17' 173+49.03 EC	34) 217+92.94 BC E: 300' Δ: 38°00'39" T: 214.33' L: 374.89' 223+32.85 EC	42) 267+86.73 BC E: 300' Δ: 26°49'47" T: 91.11' L: 184.49' 271+82.61 EC
6) 33+19.96 BC E: 600' Δ: 42°31'27" T: 123.08' L: 446.36' 37+66.32 EC	22) 101+74.62 BC E: 1000' Δ: 1°12'49.43" T: 124.42' L: 283.90' 103+43.62 EC	28) 176+63.49 BC E: 1200' Δ: 1°15'54.40" T: 167.70' L: 333.50' 180+01.73 EC	36) 223+32.85 BC E: 500' Δ: 42°40'09" T: 117.17' L: 223.42' 229+76.77 EC	44) 277+06.07 BC E: 600' Δ: 15°45'20" T: 123.37' L: 224.99' 279+70.91 EC
7) 39+34.73 BC E: 600' Δ: 1°18'43.23" T: 115.68' L: 229.36' 41+63.09 EC	24) 111+34.40 BC E: 700' Δ: 1°18'57.23" T: 129.52' L: 29.64 EC	30) 177+61.65 BC E: 600' Δ: 1°15'54.40" T: 167.70' L: 333.50' 184+27.71 EC	38) 227+53.35 BC E: 500' Δ: 1°32'51.06" T: 114.70' L: 226.68' 233+00.50 EC	46) 280+56.40 BC E: 400' Δ: 28°53'28" T: 129.71' L: 208.67' 282+65.07 EC
8) 42+34.26 BC E: 500' Δ: 48°30'26" T: 97.76' L: 193.91' 44+28.07 EC	26) 117+39.91 BC E: 1000' Δ: 1°09'12.26" T: 122.72' L: 241.36' 119+80.17 EC	32) 184+27.71 BC E: 600' Δ: 1°15'54.40" T: 167.70' L: 333.50' 188+49.58 BC	40) 235+00.64 BC E: 300' Δ: 6°03'24" T: 177.27' L: 330.22' 238+40.85 EC	48) 285+55.56 BC E: 400' Δ: 26°49'47" T: 91.11' L: 184.49' 290+45.23 BC
9) 46+49.14 BC E: 600' Δ: 1°17'46.46" T: 93.11' L: 180.95' 48+30.09 EC	28) 122+12.97 BC E: 1000' Δ: 1°44'22.44" T: 269.42' L: 50.66 EC	34) 184+27.71 BC E: 600' Δ: 1°15'54.40" T: 167.70' L: 333.50' 188+49.58 BC	42) 242+40.11 BC E: 300' Δ: 4°15'56.04" T: 252.57' L: 395.67' 246+55.78 EC	50) 290+45.23 BC E: 500' Δ: 2°10'08.26" T: 93.30' L: 184.49' 294+44.22 BC
10) 51+00.82 BC E: 1000' Δ: 1°04'25.55" T: 76.20' L: 152.11' 52+52.42 EC	30) 129+52.95 BC E: 1000' Δ: 1°31'45.51" T: 204.52' L: 404.65' 131+01.73 EC	36) 190+01.73 BC E: 600' Δ: 1°15'54.40" T: 167.70' L: 333.50' 194+27.71 EC	44) 246+55.78 BC E: 300' Δ: 4°15'56.04" T: 252.57' L: 395.67' 250+45.23 BC	52) 294+44.22 BC E: 600' Δ: 1°03'11" T: 98.75' L: 198.37' 298+70.91 EC
11) 56+26.81 BC E: 3000' Δ: 20°21'36" T: 719.68' L: 325.45' 59+02.26 EC	32) 137+84.18 BC E: 1000' Δ: 1°16'35.39" T: 97.50' L: 179.77' 139+57.95 EC	38) 194+27.71 BC E: 600' Δ: 1°15'54.40" T: 167.70' L: 333.50' 198+49.58 BC	46) 250+45.23 BC E: 300' Δ: 6°03'24" T: 177.27' L: 330.22' 254+20.85 EC	54) 298+70.91 EC E: 600' Δ: 1°03'11" T: 98.75' L: 198.37' 300+79.46 EC
12) 64+28.09 BC E: 3000' Δ: 1°17'43.42" T: 702.63' L: 140.65' 68+32.74 EC	34) 141+12.97 BC E: 1000' Δ: 1°16'35.39" T: 97.50' L: 179.77' 143+10.86 EC	40) 198+49.58 BC E: 300' Δ: 30°44.31" T: 22.47' L: 160.96' 192+10.86 EC	48) 254+20.85 BC E: 300' Δ: 3°04'09.74" T: 252.57' L: 395.67' 258+40.85 EC	56) 300+79.46 EC E: 600' Δ: 1°03'11" T: 98.75' L: 198.37' 303+64.03 EC
13) 73+78.50 BC E: 1000' Δ: 1°17'43.42" T: 702.63' L: 140.65' 76+33.89 EC	36) 147+84.18 BC E: 1000' Δ: 1°16'35.39" T: 97.50' L: 179.77' 149+10.86 EC	42) 200+45.23 BC E: 300' Δ: 30°44.31" T: 22.47' L: 160.96' 204+20.85 EC	50) 258+40.85 BC E: 300' Δ: 3°04'09.74" T: 252.57' L: 395.67' 262+40.85 EC	58) 303+64.03 EC E: 600' Δ: 1°03'11" T: 98.75' L: 198.37' 306+44.03 EC



Bearings are based on that bearing of S89°49'29"E as shown between Sta. 0+38+19.60 EC and Sta. 0+43+32.04 BC on Division of Highways construction plans for IXLIV-F.A.S. 1183(1) dated 1955 on record in the Engineering Office, Inyo County Road Department, Independence, California.

RIGHT-OF-WAY MAP ONION VALLEY ROAD

COUNTY OF INYO ROAD DEPT.
INDEPENDENCE, CALIF.

60307

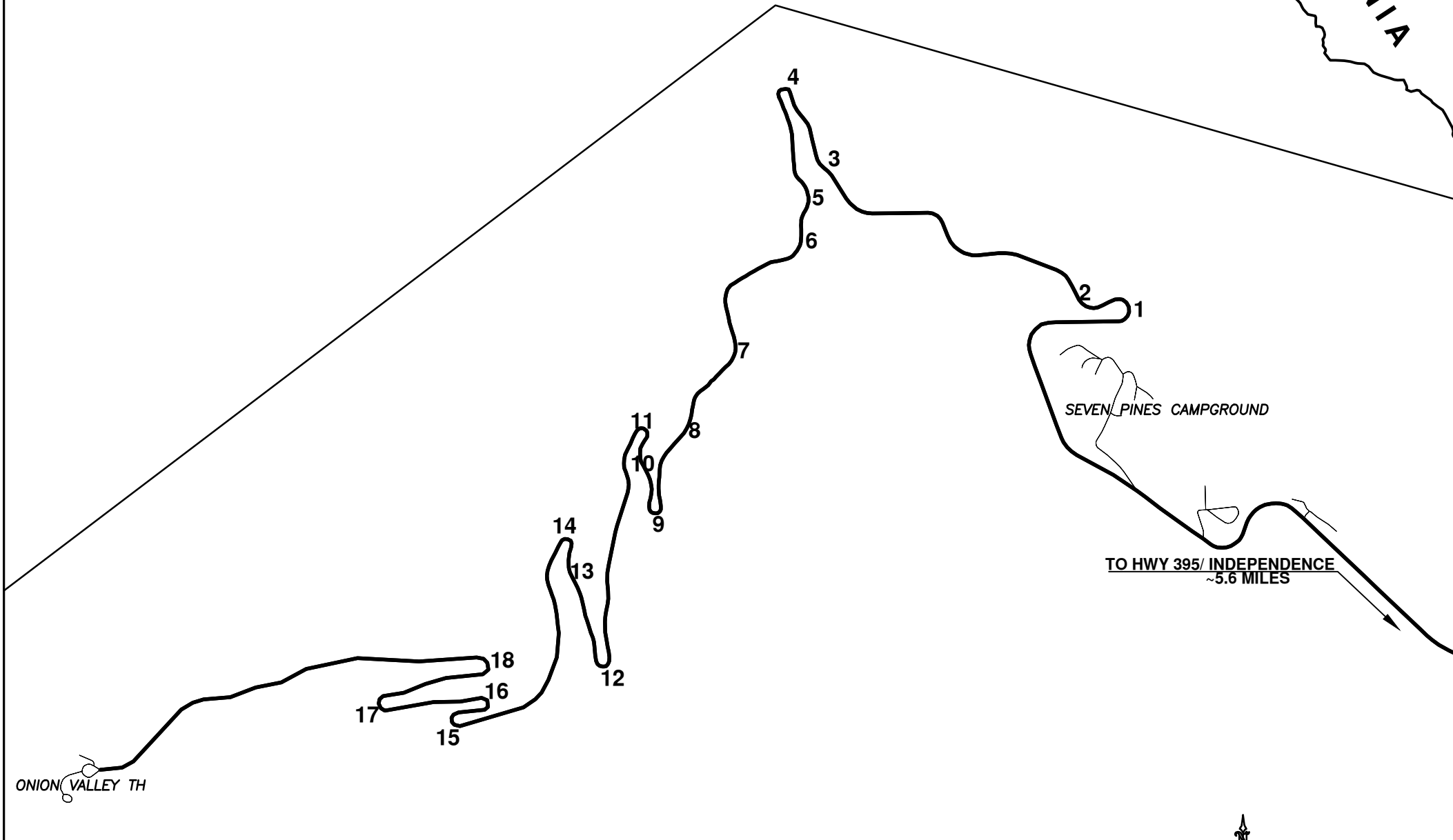
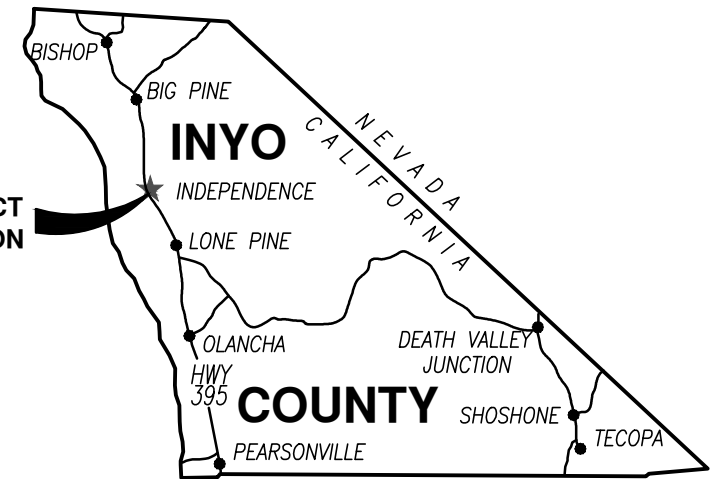


COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

ONION VALLEY GUARDRAIL UPGRADE

HSIP CYCLE 10 CALL FOR PROJECTS



SITE NO.	EXISTING GUARDRAIL (LF)	# OF RAIL ELEMENTS	# OF FOOTINGS
1	488	45	46
2	325	31	32
3	206	19	20
4	163	15	16
5	217	20	21
6	163	15	16
7	368	34	35
8	260	24	25
9	130	12	13
10	260	24	25
11	238	22	23
12	184	17	18
13	271	25	26
14	325	30	31
15	228	21	22
16	238	22	23
17	108	10	11
18	488	45	46
TOTAL	4658	430	448

ONION VALLEY ROAD
VICINITY MAP & PROJECT SCOPE
NTS



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY GUARDRAIL UPGRADE HSIP CYCLE 10 GRANT	
Date:		VICINITY MAP	
Designed by: TTAYLOR	Drawn by: TTAYLOR	Date:	Drawing Name: Onion Valley Guardrail Upgrade_recover.dwg

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

Revised By: _____
Date: _____

Project Engineer:
TTAYLOR

Checked By: _____
Date: _____

Designed by:
TTAYLOR

Drawn by:
TTAYLOR

SHEET _____ OF _____

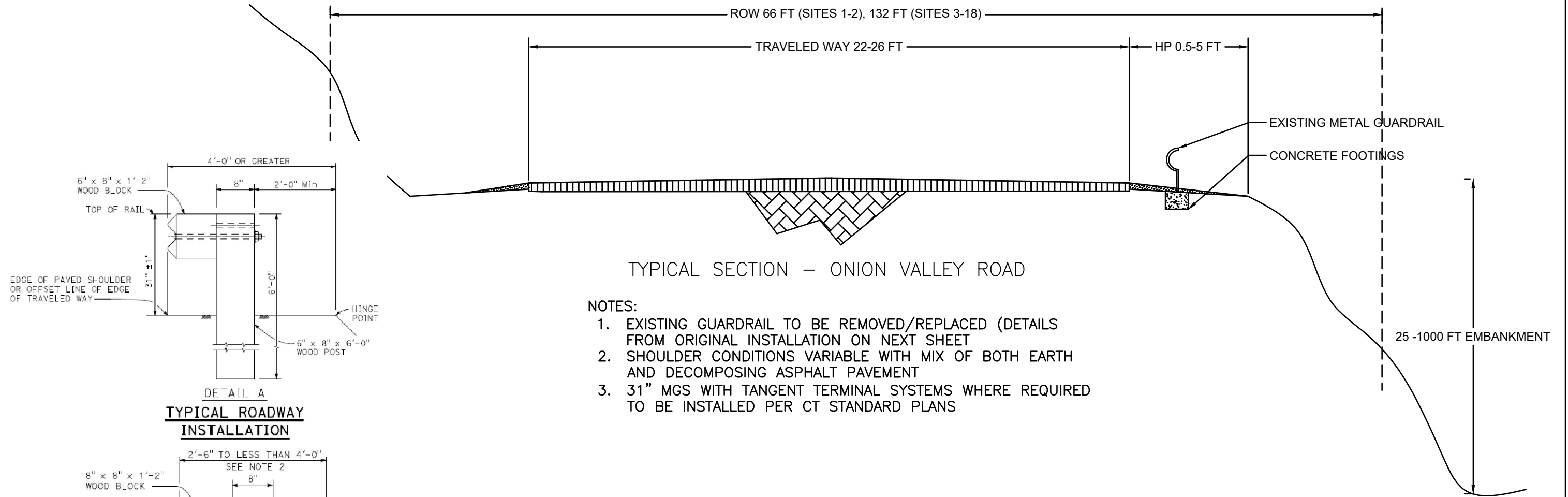


COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

ONION VALLEY GUARDRAIL UPGRADE

HSIP CYCLE 10 CALL FOR PROJECTS



TYPICAL SECTION - ONION VALLEY ROAD

NOTES:

1. EXISTING GUARDRAIL TO BE REMOVED/REPLACED (DETAILS FROM ORIGINAL INSTALLATION ON NEXT SHEET)
2. SHOULDER CONDITIONS VARIABLE WITH MIX OF BOTH EARTH AND DECOMPOSING ASPHALT PAVEMENT
3. 31" MGS WITH TANGENT TERMINAL SYSTEMS WHERE REQUIRED TO BE INSTALLED PER CT STANDARD PLANS

**ONION VALLEY ROAD
GENERALIZED X-SECTION AND
DETAILS**

PROPOSED GUARDRAIL INSTALLATION

Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY GUARDRAIL UPGRADE HSIP CYCLE 10 GRANT	
Date:		Date:	GENERALIZED X-SECTION AND DETAILS
Designed by:	Drawn by:	Date:	Drawing Name:
TAYLOR	TAYLOR		Onion Valley Guardrail Upgrade_recover.dwg
Project Engineer:	Checked By:	Date:	SHEET OF
TAYLOR			

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

Revised By: _____
Date: _____

0 1 2 3 4

Project Engineer: TAYLOR

Checked By: _____
Date: _____

Designed by: TAYLOR

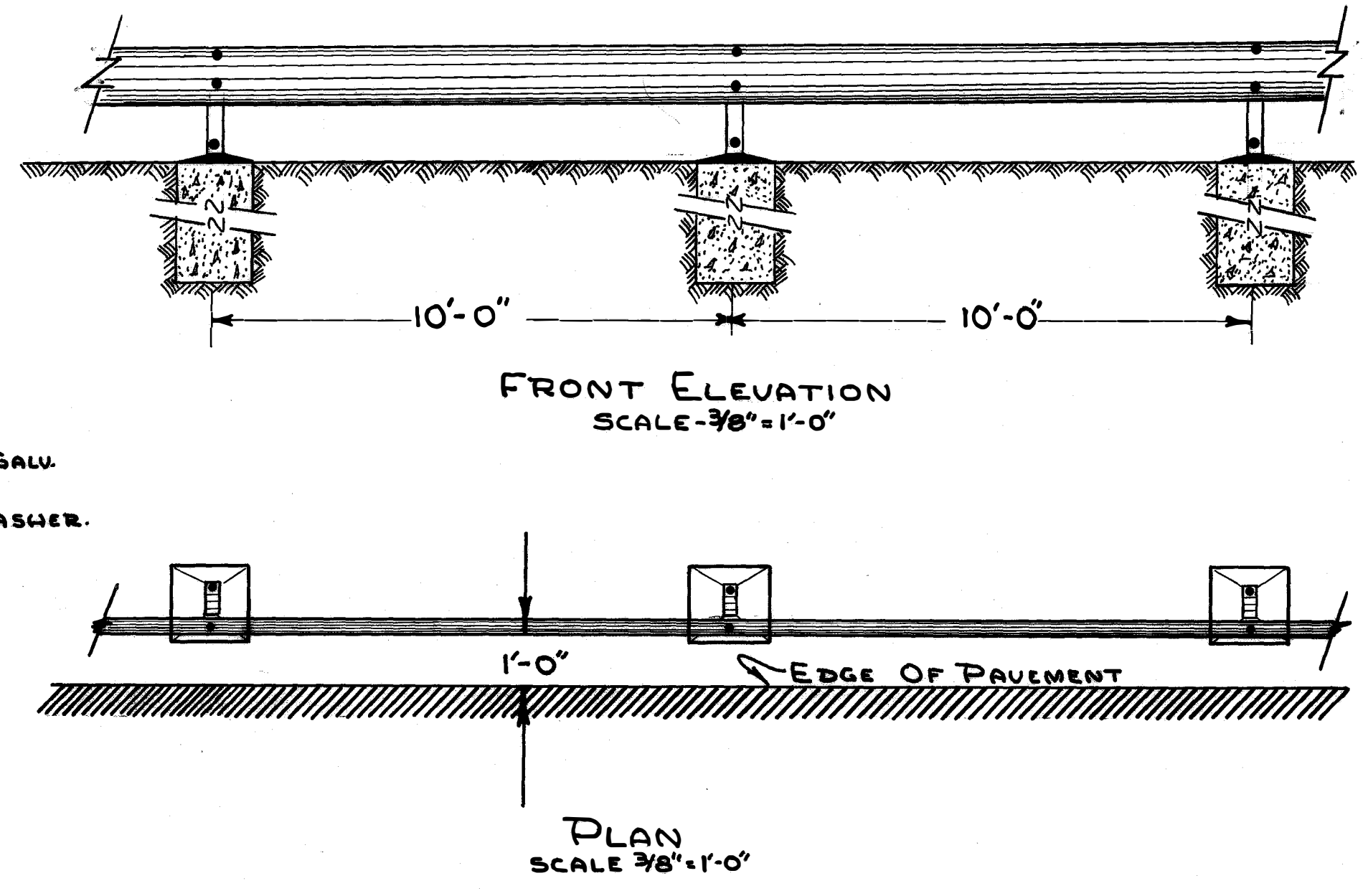
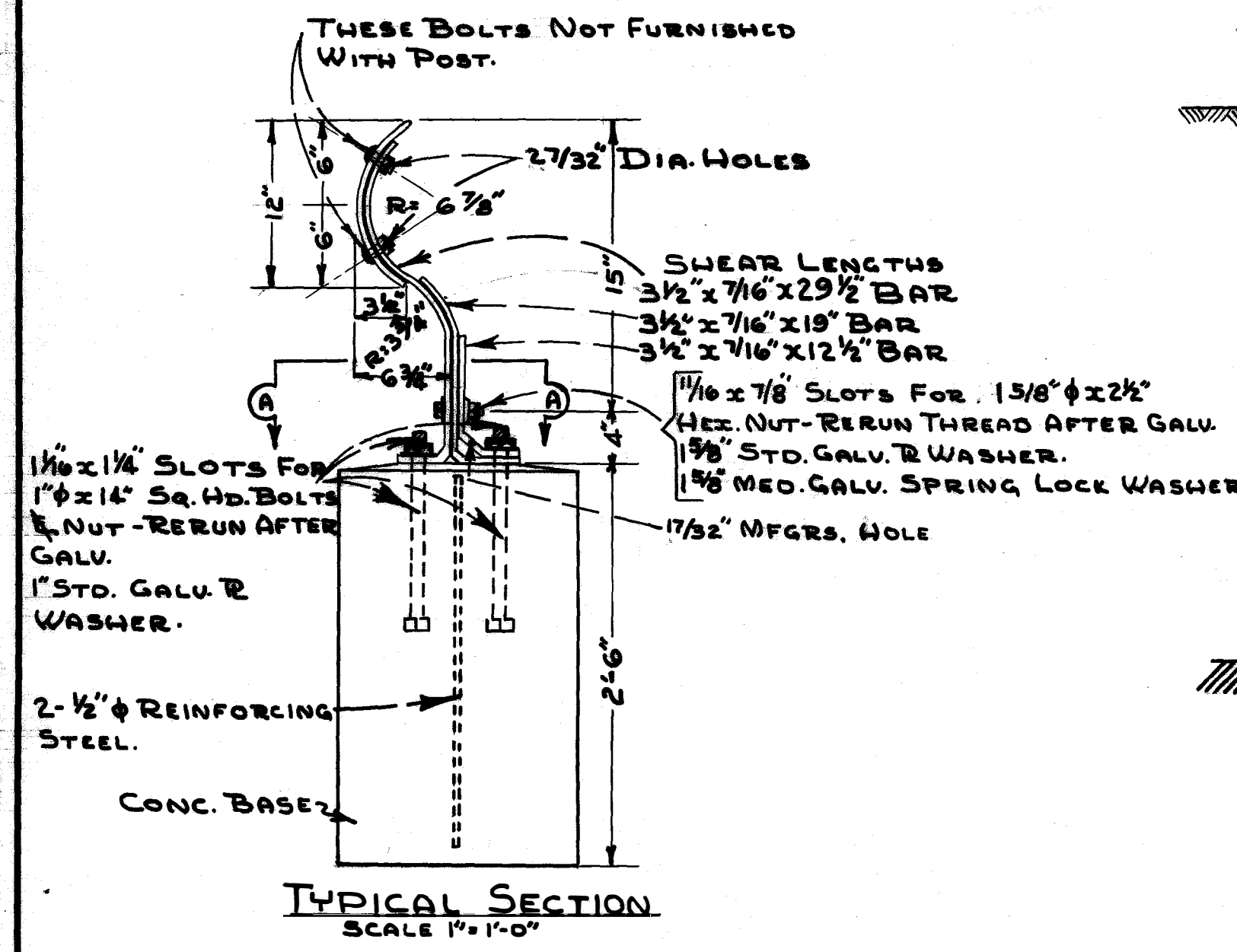
Drawn by: TAYLOR

Date: _____
Drawing Name: _____

ONION VALLEY GUARDRAIL PROJECT - EXISTING GUARDRAIL DETAILS FROM 1962

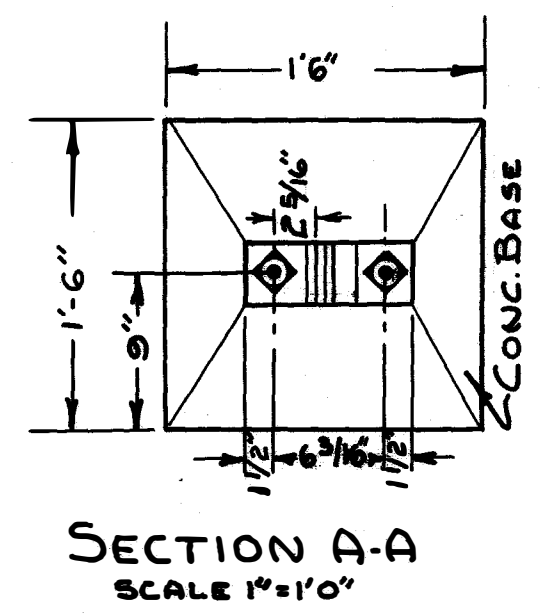
DIST.	COUNTY	ROUTE	SECTION	SHEET NO.	TOTAL SHEETS
IX	INY	FAS	1183(3)	3	6

John P. Smith
 Road Commissioner
C.A. Whinnister
 District Engineer
 Approved: *[Signature]* April 9, 1962
 Engineer of Federal Secondary Roads



CULVERT MARKERS

STA.	No.	STA.	No.
24+00	2	152+59	2
27+63.5	2	158+88	2
32+20	2	167+80	2
44+30	2	176+30	2
49+00	2	193+60	2
61+20	2	203+55	2
75+75	2	218+85	2
88+00	2	227+70	2
95+00	2	243+70	2
109+87	2	253+46.5	2
116+07	2	260+20	2
126+93	2	265+93	2
137+15	2	281+50	2
139+70	2	289+93	2
		101+10	2
		TOTAL	58



GUARD RAIL DETAIL

GUIDE MARKERS - TYPE "E"

GUARD RAIL

LT./RT.	CENTERLINE STA. TO STA.	LF
LT.	73+48 - 77+48	458'
RT.	92+58 - 94+02	104'
LT.	106+58 - 108+50	224'
RT.	113+00 - 114+74	214'
LT.	147+48 - 149+50	304'
RT.	150+50 - 152+73	274'
RT.	166+25 - 169+25	174'
LT.	198+48 - 200+52	294'
RT.	202+58 - 204+04	164'
LT.	206+58 - 208+54	244'
RT.	211+58 - 213+50	174'
LT.	218+48 - 219+57	184'
RT.	234+58 - 238+25	344'
RT.	242+58 - 245+54	194'
RT.	256+80 - 258+22	154'
RT.	263+08 - 267+08	404'
LT.	278+54 - 280+27	184'
RT.	290+45 - 292+15	194'
	TOTAL	3972'

STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT	STA.	LT/RT
13+85		55+00		84+00		119+00		147+75		175+50		204+00		253+00		293+50	
14+15		57+00		84+50		120+00		148+00		176+00		208+50		259+00		294+00	
14+45		59+50		85+00		121+00		148+25		177+00		214+00		259+50		294+50	
14+75		60+50		85+50		122+00		148+50		177+50		214+50		260+00		295+00	
20+50		61+50		86+00		123+00		149+75		178+00		215+00		260+50		295+50	
21+00		62+50		86+50		123+00		149+00		178+50		215+50		261+00		296+00	
21+50		63+50		87+00		123+50		149+50		179+00		218+50		265+50		296+50	
22+00		64+50		87+50		124+00		150+00		179+50		219+50		266+50		297+00	
22+00		65+50		88+00		124+50		150+50		180+00		220+00		269+00		297+50	
22+50		66+50		88+50		125+00		151+00		181+00		221+00		270+00		298+00	
23+00		67+50		89+50		125+50		151+50		182+00		222+00		271+00		298+50	
23+50		68+50		90+00		126+00		152+00		182+50		223+50		272+00		299+00	
29+00		69+50		97+00		126+50		153+00		183+00		224+00		273+50		299+50	
30+00		70+50		98+00		127+50		153+50		183+50		224+50		274+00			
31+00		71+50		99+00		128+50		155+50		185+50		225+00		275+00			
32+00		72+50		100+00		130+50		156+50		186+00		225+50		279+00			
32+50		73+50		101+00		131+50		157+50		186+50		226+00		279+50			
33+00		73+75		102+00		132+80		158+50		187+00		227+50		279+50			
33+50		74+00		103+00		133+50		159+50		187+50		228+50		279+75			
34+00		74+25		104+75		134+50		160+50		188+00		229+00		280+00			
34+50		74+50		107+00		136+50		161+00		188+50		229+50		280+50			
35+00		74+75		107+25		137+50		161+50		189+00		232+50		281+00			
35+50		75+00		107+50		138+00		162+00		189+50		233+50		282+00			
36+00		75+25		107+75		138+50		162+50		190+00		234+50		282+50			
36+50		75+50		108+50		139+00		163+00		190+50		239+00		283+00			
37+00		76+00		109+00		139+50		163+50		191+00		240+00		285+50			
37+50		76+25		109+50		140+50		170+00		198+50		243+00		286+50			
38+00		76+50		110+00		141+00		171+00		198+75		243+50		287+50			
39+00		76+75		110+50		141+50		171+50		199+00		244+50		289+00			
42+80		77+00		113+50		142+00		172+00		199+25		248+50		289+50			
43+00		78+00		113+75		142+50		172+50		199+50		249+50		290+50			
43+50		79+00		114+00		143+00		173+00		199+75		250+50		291+00			
44+00		80+00		114+50		143+50		173+50		200+00		251+00		291+50			
45+00		81+00		115+00		144+00		174+00		200+25		251+50		292+00			
53+00		82+00		117+00		145+50		174+50		202+50		252+50		292+50			
54+00		83+00		118+00		146+00		175+00		203+00		252+50		293+00			
																Total	3085'

620632

3

HSIP Cycle 10 - Onion Valley Guardrail Project
Existing Conditions



Site 1 - 488 LF Outside Curve



Site 1 - Variable shoulder condition



Site 3 - 206 LF Outside Curve



Site 4 - 163 LF of tangent with taper
note exposed footings



Site 10 - 260 LF Outside Curve



Site 12- 184 LF Outside Curve
accident site, creek proximity



Site 16 - 238 LF Outside Curve



Site 18 - 488 LF Outside Curve



Site 5 - 217 LF of Outside Curve



Site 6 - 163 LF Outside Curve



Site 11 - 238 LF of Outside Curve



Site 15 - 228 LF Outside Curve
Creek Proximity

HSIP ANALYZER

Cost Estimate, Crash Data and Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in "[Manual for HSIP Analyzer](#)". Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All yellow highlighted fields must be filled in. The gray fields are calculated and read-only. This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages in red appear, fix the errors prior to proceeding to the next steps.

Save this file using "HA" + Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

09-Inyo County-1

Project Location:
(limited to 250 characters)

Various locations where existing guardrail remains sub-standard along Onion Valley Road near Independence, CA.

Project Description:
(limited to 250 characters)

Remove existing sub-standard sections of Metal Beam Guardrail on Onion Valley Road built in the mid 1960's and replace with 31" Midwest Guardrail System (MGS) to current standards.

2. Application Category (BCR or Set-asides):

Funding Set-asides

A safety benefit cost analysis is NOT required for this application. This tool will only be used for the purpose of cost estimate.

Which funding set-aside is this application for? (check one).

Guardrail Upgrades

Pedestrian Crossing Enhancements

Installing Edgelines

Set-aside for Tribes

Provide the number of intersections and the length of roadways included in the project (enter 0 if not applicable):

Number of Intersections:

0

Miles of Roadways:

1

3. Project information

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily?
(For more information on the SHSP and its Challenge Areas, click [here](#).)

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project (enter if not in the list)?

Approximate percentage of project cost going to improvements related to **motorized** travel

4. Project schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 10 projects selected for funding will be programmed by January 1, 2021, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

Delivery Milestones to be met: PE Authorization by 9/30/2021; CON Authorization by 12/31/2023.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section I. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section II. And
- Separate the costs for 'Safety-Related' and 'Non-Safety-Related' components and determine the project's maximum Funding Reimbursement Ratio (FRR).

I.1. Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter a cost % for "Safety-Related" components (e.g. enter 10 for 10%). The % for Non-Safety-Related components is calculated.

Construction items						Safety-Related components		Non-Safety-Related components		
No.	Item Description	Unit	Quantity	Unit Cost	Total	%	\$	%	\$	
+ -	1	Construction Area Signs	LS	1	\$ 5,000.00	\$ 5,000	100%	\$ 5,000	0%	\$ 0
+ -	2	Storm Water Pollution Prevention Plan	LS	1	\$ 5,000.00	\$ 5,000	100%	\$ 5,000	0%	\$ 0
+ -	3	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000	100%	\$ 30,000	0%	\$ 0
+ -	4	Clearing and Grubbing	LS	1	\$ 30,000.00	\$ 30,000	100%	\$ 30,000	0%	\$ 0
+ -	5	Install MGS	LF	4,700	\$ 100.00	\$ 470,000	100%	\$ 470,000	0%	\$ 0
+ -	6	Remove 1960's Single Beam MBGR	LF	4,660	\$ 20.00	\$ 93,200	100%	\$ 93,200	0%	\$ 0
+ -	7	Terminal Type MGS Tangent	EA	18	\$ 3,000.00	\$ 54,000	100%	\$ 54,000	0%	\$ 0
+ -	8				\$	\$	%	\$ 0	100%	\$ 0
+ -	9				\$	\$	%	\$ 0	100%	\$ 0
+ -	10				\$	\$	%	\$ 0	100%	\$ 0
Weighted Average (%)						100%				
Total (\$)					\$687,200		\$687,200		\$0	

Contingencies, as % of the above "Total" of the construction items (e.g. enter 10 for 10%):

10%	\$68,720
-----	----------

Total Construction Cost (Con Items & Contingencies)

(Rounded up to the nearest hundreds):

\$756,000

I.2 Project's Maximum Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio: 100.0%

Calculated as (100%-the percentage of the non-safety related costs in excess of 10%). This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section II. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- i. "**Total Cost**": Round all costs up to the nearest hundred dollars.
- ii. "**HSIP/Total (%)**": The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- iii. "**HSIP Funds**" and "**Local/Other Funds**" are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$68,000	100 %	\$68,000	\$0
PS&E	\$105,000	100 %	\$105,000	\$0
Subtotal - PE	\$173,000	100 %	\$173,000	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	100 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	100 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$68,000	100 %	\$68,000	\$0
Construction Items	\$756,000 (Read only - from Section I)	100 %	\$756,000	\$0
Subtotal - Construction	\$824,000	100 %	\$824,000	\$0
PROJECT TOTAL	\$997,000	100 %	\$997,000	\$0

Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No.3 in the HSIP application form.

*****Data to be transferred to the HSIP Application Form*****

This section is generated automatically once the data entry and calculation have been completed. Transfer the "Total Project Cost" and the "HSIP Funds Requested" to Page 2 of the HSIP Application Form.

Project Cost, HSIP Funds Requested and Maximum Federal Reimbursement Ratio:

Total Project Cost:	\$997,000
HSIP Funds Requested:	\$997,000
Max Funding Reimbursement Ratio:	100%

ATTACHMENT 2
Sample Contract Agreement

CONTRACT BETWEEN THE COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with _____ (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Contract will be made by the Public Works Director, Michael Errante. Requests to the Consultant for work or services to be performed under this Contract will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Contract.

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor
County of Inyo, Public Works
Department P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$_____.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Contract.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Contract shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Contract.

B. Consultant shall be responsible to County only for the requirements and results specified in this Contract, and except as expressly provided in this Contract, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Contract.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Contract. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

For the duration of this Contract Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract

cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the

management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

- A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Contract without the prior written consent of County.

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B “County Property,” shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County’s operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County’s actions on the same, except to County’s staff, Consultant’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County’s written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Contract, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Public Works _____ Department
PO Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Consultant:

_____ Name
_____ Address
_____ City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

County Auditor

County Risk Manager

ATTACHMENT A
CONTRACT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

ATTACHMENT B
CONTRACT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C
CONTRACT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

CONTRACT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

FEDERAL/STATE FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** (if NO federal funds will be used for the project, DBE consideration does not apply) Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.

ATTACHMENT 3
Required Local Assistance Procedures Manual Exhibits

Note: the fillable PDF's may have to be extracted and filled out separately to prevent form fields from merging input information.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ 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 calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

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)]** _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee _____]** _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____

TOTAL COST [(c) + (j) + (k) + (n)] _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$250,000.00	500		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. 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.
2. 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)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

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

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

- Distribution:**
- 1) Original - Local Agency Project File
 - 2) Copy - Consultant
 - 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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