

**REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT AND INSPECTION  
FOR TOWN OF TRUCKEE**

**DUE DATE: April 1, 2022  
TIME: 2:00 PM**

***Disadvantaged Business Enterprises (DBEs) and Underutilized Disadvantaged Business Enterprises (UDBEs) are encouraged to participate.***

**INQUIRES:** *Direct questions or clarifications on Request for Proposal documents to Scott Mathot at (530) 582-2481 or [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com).*

***A virtual Teams pre-proposal meeting is tentatively scheduled for March 22, 2022 at 9:30 A.M.***

*Microsoft Teams meeting  
Contact Scott Mathot, [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com), to obtain the meeting invitation  
**Or call in (audio only)**  
[+1 972-371-0866](tel:+19723710866), United States  
Phone Conference ID: 911 595 459#*

**MODIFICATIONS:** *If you would like to receive updates to the project based upon questions received during RFP process, please email Scott Mathot at [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com) to be added to the email distribution list. If you received a copy of the RFP, you are not necessarily on the distribution list. Modifications/clarifications will be emailed to the distribution list and will be posted on the RFP webpage at <http://www.townoftruckee.com/living/bids-and-proposals-new>*

Town of Truckee  
Engineering Division  
10183 Truckee Airport Road  
Truckee, CA 96161  
Tel: 530-582-7700  
[www.townoftruckee.com](http://www.townoftruckee.com)

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### ATTACHMENTS:

- A. Location Map
- B. Sample Contract
- C. Required Statements Form
- D. Quality Assurance Procedure Manual

## 1.0 INTRODUCTION

Town of Truckee is inviting proposals from qualified firms, groups, or individuals to provide construction management and inspection services for the following Construction Projects in Truckee, California.

### 1. Truckee River Legacy Trail Phase 4A

### 2. Church Street Extension/Trout Creek Restoration Reaches 4 and 5

A project location map is provided in Attachment A.

The Town requires a full service consultant to manage construction of these projects. In particular, we are requesting Resident Engineer and inspection services for both projects. However, the Town has an inspector available for the Church Street/Trout Creek project. This inspector is available every day and approximately 20-30 hours per week on this project as they will also be inspecting another project in Town. Consultant shall assume use of the Town's inspector in their overall work plan/proposal.

The consultant must be able to deliver a wide range of services including, but not limited to: construction management, project inspection, quality assurance, safety, partnering, claims mitigation and document control. Town of Truckee is seeking a consultant with strong general civil engineering construction skills, experience working with unique bridge construction techniques, depth of resources, and sensitivity to local and regulatory issues. The firm should have knowledge of the Caltrans Standard Plans, Standard Specifications, the Caltrans Local Assistance Manuals, the Caltrans Construction Manual, and requirements related to construction with state funding.

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Scott Mathot, Senior Engineer  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161  
Telephone: (530) 582-2481  
Email: [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com)

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Town of Truckee Engineering Division.

All addenda for this RFP will be distributed via Town of Truckee's website:

<http://www.townoftruckee.com/living/bids-and-proposals-new>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

## 2.0 REQUEST FOR PROPOSAL SCHEDULE

The following represents the tentative schedule for this Request for Proposal. Any changes in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Pre-Proposal Conference	March 22, 2022 at 9:30 AM
Deadline for Final Questions	March 25, 2022 at 4:00 PM
Proposal Submission Deadline	April 1, 2022 at 2:00 PM
Evaluation of Proposals	April 1-7, 2022
Interviews (if determined to be necessary)	April 13, 2022
Contract Negotiations	April 14-15, 2022
Contract Approved by Truckee Town Council	April 26, 2022
Notice to Proceed	May 1, 2022
Construction Start	May 1, 2022
Construction Phase	May 1, 2022-October 15, 2023 with winter suspension

## 3.0 PRE-PROPOSAL CONFERENCE

A virtual proposer's conference has been scheduled for March 22, 2022 at 9:30 AM:

Microsoft Teams meeting  
**Join on your computer or mobile app**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MTFhYzhiMjMtZWU4Yy00M2UxLWl0NTgtZWExZjE1YmQ0M2M3%40thread.v2/0?context=%7b%22Tid%22%3a%224be5c8af-ef5c-4ffd-a20a-797a563897a3%22%2c%22Oid%22%3a%2272890615-4faf-434c-a976-029d82387f18%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTFhYzhiMjMtZWU4Yy00M2UxLWl0NTgtZWExZjE1YmQ0M2M3%40thread.v2/0?context=%7b%22Tid%22%3a%224be5c8af-ef5c-4ffd-a20a-797a563897a3%22%2c%22Oid%22%3a%2272890615-4faf-434c-a976-029d82387f18%22%7d)

**Or call in (audio only)**  
+1 972-371-0866 United States  
Phone Conference ID: 911 595 459#

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP by emailing Scott Mathot, [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com), by 4:00PM on March 25, 2022. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.



## 4.0 PROJECT BACKGROUND

### **Truckee River Legacy Trail Phase 4A**

The Truckee River Legacy Trail Phase 4A (CIP C0702) will construct over a mile of Class I paved trail south of the Truckee River, including:

- A paved Class 1 trail connecting the Cottonwood restaurant in Hilltop to the southwestern Town limit, with connections to West River Street and South River Street.
- Trailhead parking at the end of South River Street
- A 200+ foot long stress ribbon bridge over the Truckee River.
- Two additional bridges for the trail crossing of a creek and the trailhead parking access road crossing of a wetland.
- Restoration of the public access area at the Donner Creek confluence with the Truckee River.
- Retaining walls, including soil nail walls and rock walls.
- A waterline for the Truckee Donner Public Utility District (TDPUD) between Riverside Drive and South River Street, as well as across the new Truckee River bridge.

This project is currently out to bid. Project Plans and Specifications are available on [Quest CDN.com](#) Project eBidDoc # 8137124

### **Church Street Extension/Trout Creek Restoration Reaches 4 and 5**

The Church St. Extension/Trout Creek Restoration Project (CIP C1804) will extend Church Street between the Truckee Railyard and Glenshire Drive; construct a new bridge (open bottom, arch culvert) over Trout Creek; restore Reaches 4 and 5 (approximately 2,500 LF of creek) to improve habitat and contain the 100-year floodplain; and construct a roundabout at the new Church Street / Glenshire Drive intersection. Q&D Construction has been awarded the construction contract. Two grant sources are being used on the project: a Department of Water Resources Urban Streams Restoration Grant and a California Department of Fish and Wildlife Proposition 1 Watershed Restoration Grant. Project Plans and Specifications are available by contacting Scott Mathot at [smathot@townoftruckee.com](mailto:smathot@townoftruckee.com).

## 5.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable federal and state prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the consultant's contract. These projects are funded with state and local funds.

## 6.0 SCOPE OF SERVICES

The intent of this scope of work is to set forth the requirements and responsibilities of the consultant for construction management, inspection, coordination, quality assurance, drawing submittal review, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

## 6.1 Construction Management and Field Inspection

Provide a construction manager (CM)/Resident Engineer (RE) and inspection services for both projects. . However, the Town has an inspector available for the Church Street/Trout Creek project (available every day and approximately 20-30 hours per week). Consultant shall assume use of the Town's inspector in their overall work plan/proposal. These requested services will encompass serving as the Town's resident engineer to the construction contractor(s) with regard to activities at the construction site as well as provide inspectors (for the Truckee River Legacy Trail) for day-to-day observation/inspection of work, monitoring of compliance with SWPPP, identification of actual and potential problems associated with construction, facilitate utility coordination, and enforcement of applicable safety regulations. The CM/RE shall be a licensed Professional Civil Engineer Registered in the State of California. Consultant shall also provide a Professional Structural Engineer Registered in the State of California for assistance on the submittal reviews and inspections of retaining walls and bridge structures. Town will contract for materials testing services separately, but consultant will need to coordinate the testing.

Services will include interpretation of and contractor's conformance to the project plans, specifications, contract documents, Union Pacific agreements, and regulatory permits. CM/RE will assess the acceptability of the contractor's work by visual observation, photo and video documentation. When necessary, issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, take appropriate action to ensure correction. Manage requests for clarification, coordinate work with the design engineer as required, and manage the project changes (including change order preparation and coordination), evaluate contractor's claims, and prepare progress pay estimates.

All construction management, inspection, and related activities shall be completed as described in the Construction Management Plan (CMP) prepared by the consultant specifically for each project and approved by the Town. In addition to the approved CMP, perform all activities in accordance with, but not limited to, the following documents:

- Approved Project Documents and Plans
- Regulatory Agency Permits
- Caltrans Local Assistance Procedures Manual (LAPM) for RE expectations
- Caltrans Standard Plans 2018
- Caltrans Standard Specifications 2018
- Caltrans Construction Manual
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction and Maintenance Work Zones
- Caltrans Independent Assurance Manual

Deliverables under this task include, but are not limited to, daily inspection reports, photo documentation (labeled and dated), mark up of drawings to incorporate into the record drawings, and measurement of bid items.

## 6.2 Construction Management Plan (CMP)

Prepare a construction management plan for each project for the Town's approval. The plan shall be consistent with the Caltrans Construction Manual and shall indicate the standards and level of effort that staff will adhere to during all phases of this work and describe deliverables to be received by the Town. At a minimum, the plan shall include the sections listed below:

- a. Project Organization
- b. Meetings
- c. Communications Management
- d. Preparation of Management Reports
- e. Clarifications and Contract Interpretations of Specifications
- f. Submittals/Shop Drawings
- g. Design Modifications
- h. Change Orders
- i. Schedule Management
- j. Claims Management
- k. Testing and Testing Documentation
- l. Progress Pay Estimate Preparation
- m. Inspection and Inspection Reporting
- n. Defective Work Correction
- o. Record Drawings
- p. Complaint and Community Relations Procedures
- q. Safety including the handling of hazardous substances
- r. Photo/Video Documentation
- s. Certified Payroll Review
- t. Special Inspections/testing
- u. Provide copies of all special certifications required
- v. Traffic Control
- w. Permit and Regulatory Agency Compliance
- x. Training of Town's and Design Consultant's staff
- y. Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the construction manager and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

### 6.3 Record Keeping and Document Control

Establish and process job control documents including, but not limited to:

- daily inspection diaries including employees on site, hours on site, job title, equipment, work completed, etc., consistent with Caltrans Construction Manual and LAPM.
- weekly progress reports (Weekly Statement of Working Days or similar)
- monthly construction progress payments
- requests for information
- survey requests
- material certifications/receipts
- weighmaster certificates

- material submittals
- weekly statements of working days, including a detailed record of track time
- construction change orders
- review of certified payroll records and other requirements for prevailing wage, including on site interviews

Record keeping shall be consistent with the Caltrans Construction Manual and LAPM.

#### 6.4 Meetings

Anticipated meetings include pre-construction meetings with the contractor, the Town, Union Pacific Railroad (UPRR), regulatory agencies, grant agencies, and utility companies. Periodic meetings shall include daily discussions between the construction manager or designated representative and the contractor; weekly contractor meetings; weekly meetings between the construction manager, and the Town; and meetings scheduled as needed with regulatory agencies, design consultant, other groups, or agencies. Prepare agendas and detailed meeting notes of all meetings, and provide these documents to the Town at the next regularly scheduled meeting.

#### 6.5 Schedule Review

Review the contractor's construction schedule, request updates on weekly basis, and track delays or accelerations based on actual contractor operations as defined in the CMP. Work with the contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

#### 6.6 Cost Control and Monthly Progress Payments

Implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, claims and extra work requests. Prepare quantities and estimates for monthly progress payments, and recommend approval to the Town. Maintain cost accounting records (progress payments, contract change orders status, etc.) in accordance with the Caltrans Construction Manual and LAPM. The calculations of quantities and documentation shall be in a form approved by the Town.

#### 6.7 Contract Modifications and Extra Work, Contract Change Orders, and Claims

Evaluate and administer all contract modifications, requests for information, change orders, and claims. Review all requests for merit, perform an independent estimate, and make recommendations to the Town for consideration. All contract modifications, extra work, and contract change orders shall be approved by the Town. Complete all required documentation to process changes. Weekly reports to the Town shall include the status of any outstanding claims. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the Town and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the Consultant's weekly report to the Town. The Consultant shall support the Town in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Evaluate cost reduction incentive proposals and provide recommendations to the Town.

## 6.8 Submittals and Clarifications

Review and respond to all contractor requests for information (RFI) or clarification. Issue necessary clarifications and interpretations of the contract project documents in response to requests by the contractor in a manner as described in the CMP. Review and respond to all submittals, including but not limited to, shop drawings, product data, and product samples. Draft a list of required submittals in accordance with the project specification for the Town to review. UPRR will be required to review some submittals, which should be identified in the list. The list shall be submitted to the Town with the CMP. Submittals requiring review by the Town, UPRR, or TDPUD shall be logged and transmitted for formal review.

The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, and Submittal List. Updated submittal logs shall be made available to the Town upon request. Consultant shall track submittals to assure the submittals are reviewed and returned to the contractor in a timely manner.

## 6.9 Field Inspection

Provide sufficient inspectors for both projects to adequately inspect all contractors' construction work. The Town has an inspector available for the Church Street/Trout Creek project. This inspector is available every day and approximately 20-30 hours per week on this project as they will also be inspecting another project in Town. Provide field inspection of contractor's construction work on a daily basis. Review all construction prior to burial, and provide for inspection of all tests required to be performed by the contractor or referenced in the contract documents. Monitor the contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable specifications. Daily inspection reports and diaries of contractor's construction activities shall be completed daily and be available to the Town at any time. Compare notes with the contractor's representative at the end of each day to confirm work that was accomplished or quantities placed.

Daily inspection reports shall be consistent with the Caltrans Construction Manual and LAPM and shall include at a minimum the following information:

- Number of employees working, classification of each employee, and hourly summary of employees activity
- Material deliveries
- Number, type, and hourly summary of contractor's equipment on site - both working and not used
- Weather conditions
- Discussions with the contractor
- Problems and issues dealt with
- Changes
- Work completed that day
- Itemization of extra work
- Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice
- Abnormal occurrences and unforeseen conditions shall be noted in the reports
- Document special situations by photograph, written record, and video

Prepare and submit written weekly reports to the Town describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports. Document any defective work until it is repaired and in accordance with the contract documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

#### 6.10 Project Quality Assurance Procedure Manual

The consultant shall assist the Town in modifying the general Town Quality Assurance Procedure Manual to be project specific (Attachment D).

#### 6.11 Testing

The Town will contract with a materials testing firm separately, but the consultant shall coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law or the construction specifications. Caltrans certified technicians shall complete all testing work, and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the Town. The construction manager will review results of tests, forward copies to the Town as a part of the weekly reports and work with the contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the contract documents and applicable specifications. The consultant must be qualified to comply with Caltrans Independent Assurance Manual and Caltrans Construction Manual.

#### 6.12 QSD/QSP Water Quality Monitoring and SWPPP Support

The Construction Contractor shall be responsible for preparing and implementing the Storm Water Pollution Prevention Plan (SWPPP). However, the Construction Management consultant shall be responsible to oversee the implementation of the SWPPP as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).

#### 6.13 Other Tasks

As part of the inspection and construction administration activities, include the tasks listed below as part of the overall project activities:

- Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the project permits, regulatory requirements, approved plans and submittals.
- Provide local community relations outreach staff to lead the effort of providing information on areas to be under construction to the public and specifically to nearby residents, including monthly construction updates for social media posts. Information created will also be distributed through publication in/on flyers, internet and email lists.
- Inspect existing and proposed structures, landscaping and other improvements within the right-of-way and public easements for damage caused by the contractor's operations.

- Town of Truckee’s labor compliance consultant will review weekly certified payrolls for compliance with State Requirements. Consultant shall assist with enforcing the requirements of the California Labor Code as they pertain to the project and consistent with the Caltrans Construction Manual. The detailed descriptions of the Labor Compliance requirements are described in Section 7 of the State Standard Specifications.
- Notify the Town of any errors or omissions that are found on the plans or specifications during construction within two working days after such errors are discovered.
- Complaints shall be tracked and reports shall be provided to Town of Truckee Department of Public Works/Engineering Division on a monthly basis.

#### 6.14 Project Completion, Acceptance, and Closeout

Verify all operating and/or regulatory agency permits are obtained and inspections are complied with and completed.

The project completion activities shall follow Caltrans Construction Manual/LAPM and will include, but not be limited to, the following:

- Schedule a walk through with the Town and other agency representatives and coordinate preparation of a “punch list” of incomplete or unsatisfactory items and submit the list to the contractor.
- Finalize bid items, claims, change orders, punch list items, and submittal corrections.
- Oversee completion of record drawing.
- Once all work is complete, deliver a statement to the Town indicating that the project has been completed in accordance with the project conditions of approval, project improvement plans, and construction contract documents and recommends acceptance.

Submit to the Town, the following close out items.

- All records, maps, and plans maintained during construction.
- All approved shop drawings, submittals and manufacturer’s literature maintained during the construction project.
- One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
- One set of record drawings of field changes in neat red pencil.
- The original set of all permits, inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- A set of red line record drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness and a recommendation for the Town to accept the Record Drawings.
- Final Expenditures Report.

## 7.0 QUALIFICATIONS

It is imperative that the selected Consultant team has extensive jack and bore and railway engineering and construction management experience. A registered civil engineer(s) with extensive experience in the following is essential:

1. Unique bridge construction techniques
2. Construction of retaining walls over 10 feet.
3. Construction of soil nail walls
4. Projects involving UPRR oversight.
5. Projects in environmentally sensitive areas.
6. Contract administration consistent with the Caltrans Construction Manual.

Consultant team shall also include a registered Structural Engineer to provide review of structural submittals and provide inspections.

## 8.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including subconsultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or subconsultant(s) shall not be made without the prior written approval of the Town of Truckee.

## 9.0 GENERAL TERMS AND CONDITIONS

9.1 **Standard Contract:** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a consultant services agreement, a sample of which is included as Attachment B.

9.2 **Independent Contractor:** At all times, the consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees, to be an employee of the Town of Truckee. Therefore, the consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Town of Truckee, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

9.3 **Publicity Clause:** Respondent must obtain prior written approval from the Town for use of information relating to the Town or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

## 10.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal to be submitted shall be limited to one Adobe Acrobat/PDF document limited to 40 pages. Use section dividers in accordance with this sections specified below.



**10.1 Cover Letter with the following information:**

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a post office box)
- Contact person, telephone number, fax number, and email address

**10.2 Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

**10.3 Section A - Executive Summary** - Provide a brief narrative of your firm's approach to the project, providing an overview to the details identified in the Scope of Services. Include the firm's organization chart, including its constituent parts and size variation of staffing levels over the past five years.

**10.4 Section B - Capabilities of Firm** - Provide a maximum of four (4) single page summaries of the firm's experience with similar projects. The summaries should include the date(s) and duration of the project, one reference, and a brief description of the project. The description is to include, at a minimum, an outline of the complexities of the project and the firm's approach to completing the project. Related experience to local agency transportation projects of similar size and magnitude should be included in this summary. Related experience may include previous projects on unique bridge construction and work within Union Pacific Railroad right of way. Provide no more than one (1) reference per project including consultant staff that worked on the project, contact name, and telephone number. Preference is given to project references that have directly worked with proposed staff.

**10.5 Section C - Qualifications and Availability of Proposed Staff** - Identify specific staff members to be assigned to this project and a table showing the percentage of time key staff members are available during the course of this project (May 2022 – October 2023).

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any subconsultant staff on your project team. Include an organization chart of the staff available for the project and the designated project manager/lead for each applicable category. Resumes should not be more than one (1) page per team member in this section; full resumes may be included in a separate appendix. Also describe current and anticipated workload of each team member who will be assigned to the project; include a discussion of project commitments made to other agencies and a table showing the percentage of time key staff members are available during the course of the project.

Identify and include qualifications and experience of any subconsultant(s) to be used. Identify the services which would be completed by your firm's staff and those services provided by subconsultant(s).

**10.6 Section D - Project Understanding and Approach** - Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough

discussions of methodologies you believe are essential to accomplishing this project, including engineering constraints, milestones, and required approvals relating to the project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. The schedule should include review/approval times for Town, Caltrans, and other project stakeholders. Identify the staff who would be assigned to each task, including subconsultants.

Provide an outline from the details in Section 6.0 - Scope of Services of your firm's plan to accomplish to this project and include any special services your firm offers to meet the Town of Truckee's need for a timely completion and overall success of this project. Illustrate to the Town how your firm will manage the construction of the project effectively from the initial plan and specification review to the final punch list and close-out.

**10.7 Section E - Required Statements** - This section must include the statements identified below. For your convenience, you may complete and return Attachment C.

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
- B. Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- C. Include a statement of assurance that you will not substitute members of your designated team without approval by Town staff
- D. Include a statement which declares there is no Conflict of Interest
- E. Provide a statement attesting there has been no Collusion
- F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Attachment B). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

**10.9 Section F - Exceptions** - Describe any and all proposed exceptions, alterations, or amendments to the scope of services or other requirements of this RFQ, including the standard contract (Attachment B). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the Town's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**10.10 Cost Proposal** - In a separate sealed envelope, provide a total cost proposal for all services to be delivered and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the Town.

## 11.0 SUBMITTAL INSTRUCTIONS

11.1 Please submit the following materials to [truckee@townoftruckee.com](mailto:truckee@townoftruckee.com) by April 1, 2022 at 2:00 PM:

- A single Adobe Acrobat/PDF file with all proposal materials except the cost estimate.

- A separate Adobe Acrobat/PDF file containing the cost proposal.
- Please use the following email subject line: **Town of Truckee RFP for Project Inspection and Construction Management Services.**

**Late submittals shall not be accepted or considered.**

- 11.2 The Town of Truckee shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 11.3 All submittals, whether selected or rejected, shall become the property of the Town and will not be returned.
- 11.4 The Town reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 11.5 All costs associated with proposal preparation shall be borne by the consultant.
- 11.6 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

12.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

Evaluation Criteria	Maximum Points Possible
Project Understanding and Approach	20
Experience with Similar Type of Work	20
Qualifications and Availability of Proposed Staff	20
Project Approach, Methodologies, and Implementation	20
Familiarity with Caltrans and UPRR Procedures	20
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

The Town’s local vendor preference policy shall not be considered in the evaluation of responses to this RFP.

**PRECLUDED FROM SUBMITTING ON RFP :**

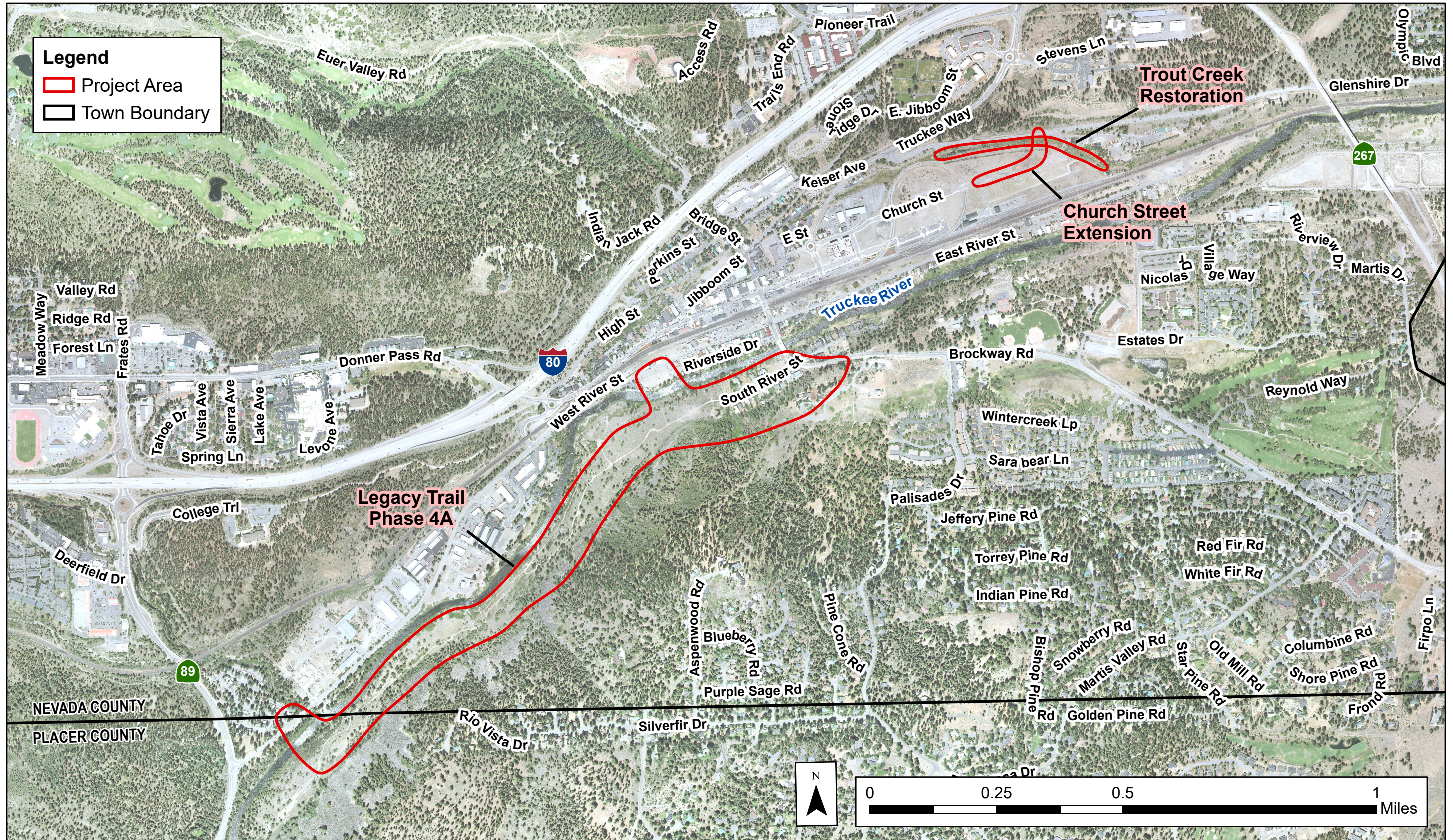
***The consulting engineering firms that prepared the project designs, and the associated subconsultants, are precluded from submitting on this RFP or being a sub-consultant to submittal.***

## 13.0 SELECTION PROCEDURES

- 13.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 13.2 The Town reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 13.3 The Town reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 13.4 The Town reserves the right to reject any or all proposals or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 13.5 The Town will notify all proposers whether or not they are selected for the subject work. Email is the Town's preferred method of communication for all stages of the RFP process.



# Attachment A: Project Area Map





**ATTACHMNET B**  
**TOWN OF TRUCKEE**  
**PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE**

This Agreement is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Town of Truckee, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 10183 Truckee Airport Rd., Truckee, California, 96161 ("Town") and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], with its principal place of business at [INSERT ADDRESS] ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain [INSERT TYPE] services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional [INSERT TYPE] consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

**2.2 Project.**

Town desires to engage Consultant to render such [INSERT TYPE] services for the [INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE] project ("Project") as set forth in this Agreement.

**3. TERMS**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [INSERT TYPE] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].

3.2.5 Town's Representative. The Town hereby designates [INSERT NAME AND TITLE], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

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[\*\*\*INSERT NAME OF PERSON OR FIRM\*\*\*]

Professional Services Agreement for [\*\*\*INSERT TYPE OF SERVICES\*\*\*]

[\*\*\*INSERT DATE\*\*\*]

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME AND TITLE], or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Open Code Violation Cases. Persons or businesses which have open code violation cases with the Town relating to their place of business or otherwise related to the performance of this agreement are ineligible to enter service or construction contracts with the Town. This restriction applies whether the open code violation case applies to

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[\*\*INSERT NAME OF PERSON OR FIRM\*\*]

Professional Services Agreement for [\*\*INSERT TYPE OF SERVICES\*\*]

[\*\*INSERT DATE\*\*]



the work proposed to be performed under contract with the Town or other violations of Town codes or regulations. If a code violation case is opened after the Agreement is signed, the Town will withhold ten (10%) of the Consultant's compensation pursuant to this Agreement until compliance is achieved. If compliance is not achieved by the termination or expiration date of this Agreement, or within 180 calendar days of the opening date of the case (whichever is longer) the withheld amount shall be permanently retained by the Town. If monies are withheld from Consultant, Consultant shall be ineligible to bid on future Town work until the Community Development Director verifies that compliance has been achieved. This remedy is non-exclusive, and in addition to any other remedies in law or equity available to Town.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has either: (i) provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section; or (ii) procured insurance covering each subconsultant to the same extent as Consultant.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so. If Consultant maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall delete any exclusions that

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may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Pollution Liability:

Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability and 3.2.10.2(B), Automobile Liability Insurance and 3.2.10.2(E), Pollution Liability, shall be endorsed to provide the following:

- (1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, officers, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010, or such other edition date as may be acceptable to Town. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.
- (2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

(B) The policy or policies of insurance required by Section 3.2.10.2(D) Professional Liability, shall be endorsed to provide the following:

- (1) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of

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the required policies are reduced; (3) or the deductible or self insured retention is increased.

(C) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the

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Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the subconsultant's policies. Consultant shall provide to Town satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Town's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Town, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

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3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the Town, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the Town, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Town, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Town, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: Town reserves the right to defend any enforcement action or civil action brought against the Town for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the Town for the costs associated with, any settlement reached between the Town and the relevant enforcement entity.

(C) Damages: Town may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT AMOUNT WRITTEN OUT] (\$[INSERT NUMBER]) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Town a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Town shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the Town disputes any of Consultant's fees, the Town shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed

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fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Consultant shall comply, and shall require each subcontractor employed by Consultant to provide services pursuant to this Agreement to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Consultant shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Consultant's work, Consultant shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Consultant shall ensure that all subcontractors employed by Consultant also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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**3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]  
[INSERT STREET ADDRESS]  
[INSERT TOWN STATE ZIP]  
ATTN: [INSERT NAME AND TITLE]

Town: Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161  
ATTN: Town Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date

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actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to

Town of Truckee

\*\*\*INSERT NAME OF PERSON OR FIRM\*\*\*

Professional Services Agreement for \*\*\*INSERT TYPE OF SERVICES\*\*\*

\*\*\*INSERT DATE\*\*\*



property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought in the Truckee branch of the Nevada County Superior Court.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such

Town of Truckee

\*\*\*INSERT NAME OF PERSON OR FIRM\*\*\*

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\*\*\*INSERT DATE\*\*\*

attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Town of Truckee

\*\*\*INSERT NAME OF PERSON OR FIRM\*\*\*

Professional Services Agreement for \*\*\*INSERT TYPE OF SERVICES\*\*\*

\*\*\*INSERT DATE\*\*\*

Page 13 of 17

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**TOWN OF TRUCKEE**

*Approved by:*

*Approved as to Form:*

\_\_\_\_\_  
Jeff Loux  
Town Manager

\_\_\_\_\_  
Andrew Morris  
Town Attorney

**CONSULTANT**

Reviewed and Accepted by Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title: [Must be: Chairperson of the Board,  
President, or Vice President]

\_\_\_\_\_  
Title: [Must be Secretary, Assistant Secretary,  
Chief Financial Officer, or Treasurer]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**EXHIBIT "C"**  
**COMPENSATION**

**[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW:** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward.]

**ATTACHMENT C  
REQUIRED STATEMENTS**

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

**Scope of Work and Addenda**

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda (list the addenda by date and/or number):

**Public Records Act**

I/We acknowledge that subsequent to award of this RFP, all or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act, and that:

\_\_\_\_\_ None of this submittal is considered proprietary

OR

\_\_\_\_\_ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated:

I/We acknowledge that the above statements may be subject to legal review and challenge.

**Non-Substitution of Designated Staff**

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

**Non-Conflict of Interest**

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

**Non-Collusion**

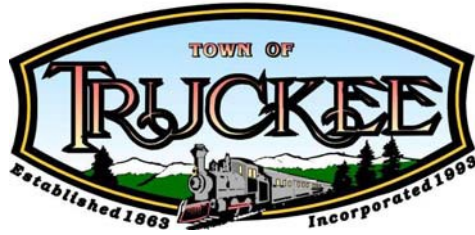
I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**Insurance Requirements**

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the Town's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.



# ATTACHMENT D



## Quality Assurance Program (QAP) Town of Truckee

For Use on Federal Aid Projects off the National Highway System

June 2019

# QUALITY ASSURANCE PROGRAM (QAP)

## AGENCY: Town of Truckee

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

### **DEFINITION OF TERMS**

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### **MATERIALS LABORATORY**

The Town of Truckee will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a. Caltrans District Materials Engineer
  - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
  
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual), although deviations may be approved by the Resident Engineer overseeing the project.

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

IAP shall be provided by personnel from Caltrans or the consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

## **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  1. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  2. Test results for “R” Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer’s staff, shall be done on an expedited basis such as by fax or telephone.

## **TESTING OF MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a “Source Inspection Request” see Attachment #2 (Exhibit 16-V of the LAPM) to the Town of Truckee, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans’ Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

## **PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a “Materials Certificate” shall be completed by the Resident Engineer. The Agency shall include a “Materials Certificate” in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the “Materials Certificate” shall also be included in the Agency’s construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the “Materials Certification”, including changes by virtue of contract change orders. See Attachment # 5 for an example (Appendix K of the QAP Manual).

## RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:



Daniel P. Wilkins  
Town of Truckee  
Public Works Director/Town Engineer

California CE #:

56267

Expiration:

December 31, 2020

DATE:

6/10/19



**Attachments:**

**Attachment #1:** "Acceptance Sampling and Testing Frequencies"

Attachment #2: Exhibit 16-V of the Local Assistance Procedures Manual

Attachment #3: Appendix F, "Construction Materials Accepted by a Certificate of Compliance" of the QAP Manual

Attachment #4 Appendix J, "Example of a Vendors Certificate of Compliance" of the QAP Manual

Attachment #4 Appendix J, "Examples of Materials Certificates/Exceptions" of the QAP Manual

**Attachment 1: Acceptance Sampling and Testing Frequencies**  
**(Adapted from Caltrans' QAP for use by Local Agencies)**

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

**Portland Cement (Hydraulic Cement)**

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash <b>(Sampling only)</b>	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement <b>(Testing Only)</b>	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

**Portland Cement Concrete (Hydraulic Cement Concrete)**

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete <b>(Sampling &amp; Testing)</b>	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job at the discretion of the Resident Engineer.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water <b>(Sampling &amp; Testing)</b>	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

## Acceptance Sampling and Testing Frequencies (continued)

### Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures <b>(Sampling &amp; Testing)</b>	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders <b>(Sampling &amp; Testing)</b>	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete <b>(Sampling)</b>	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

## Acceptance Sampling and Testing Frequencies (continued)

### Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" or 4" x 8" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete at the discretion of the Resident Engineer.	ASTM C78 CT 523 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

### Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	CT 206	This test determines the cleanness of coarse aggregate.

## Acceptance Sampling and Testing Frequencies (continued)

**Soils and  
Aggregates -  
Continued**

<b>Materials to be Sampled or Tested</b>	<b>Sample Size</b>	<b>Sampling/Testing Frequency</b>	<b>Typical Test Methods</b>	<b>Description or Comments</b>
Coarse Aggregate <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project at the discretion of the Resident Engineer.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	At least one per day.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates <b>(Testing)</b>	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.

## Acceptance Sampling and Testing Frequencies (continued)

### Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder <b>(Sampling)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant at the discretion of the Resident Engineer.	CT 125 ASTM D 979 AASHTO T 168, T 46	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant at the discretion of the Resident Engineer.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D2872 & D92 CT 346 AASHTO T240	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed or at the discretion of the Resident Engineer.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).



## Acceptance Sampling and Testing Frequencies (continued)

### Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

### Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt <b>(Sampling)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D140, D979 CT 125 AASHTO T 40,	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed, at the discretion of the Resident Engineer.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed at the discretion of the Resident Engineer.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt <b>(Testing)</b>	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed, at the discretion of the Resident Engineer.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

## Acceptance Sampling and Testing Frequencies (continued)

### Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed, at the discretion of the Resident	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed, at the discretion of the Resident	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

### Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft. of paved roadway, at the discretion of the Resident Engineer.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken, at the discretion of the Resident Engineer.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken, at the discretion of the Resident Engineer.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-absorptive.

## Acceptance Sampling and Testing Frequencies (continued)

### Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete <b>(Testing)</b>	One 30-lb sample	At least one per project, at the discretion of the Resident Engineer.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete <b>(Testing)</b>	One 30-lb sample	At least one per project or, at the discretion of the Resident Engineer.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) <b>(Testing)</b>	One 12 ft. x 3 ft. sample	Obtain one sample per job if a Certificate of Compliance is not provided.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete <b>(Testing)</b>	One 10-lb sample	At least one per project, at the discretion of the Resident Engineer.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals <b>(Sample)</b>	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck, at the discretion of the Resident Engineer.	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals <b>(Testing)</b>	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent, at the discretion of the Resident Engineer.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

## Acceptance Sampling and Testing Frequencies (continued)

### Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand, at the discretion of the Resident Engineer.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion, at the discretion of the Resident Engineer.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

### Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.

**Attachment #2**  
**Exhibit 16-V of the Local Assistance Procedures Manual**

**SAMPLE COVER MEMO  
SOURCE INSPECTION REQUEST  
FROM LOCAL AGENCY TO  
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER**  
*(Prepared By Applicant On Applicant Letterhead)*

**To:** (name)  
Caltrans' District Local Assistance Engineer  
Caltrans' Local Assistance Office  
(district office address)

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

**Federal-aid Project Number:** *(if one has been assigned)* \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Subject:** *(Source Inspection for Project Name, County)*

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection")

\_\_\_\_\_  
\_\_\_\_\_

Any question you might have about the above materials should be directed to: \_\_\_\_\_, at \_\_\_\_\_ (phone #) \_\_\_\_\_.

**Approved:**

\_\_\_\_\_  
*(Applicant Representative Name)*

\_\_\_\_\_  
District Local Assistance Engineer

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Local agency, name & address)



**Attachment #3**  
**Appendix F of the QAP Manual**



## **Appendix F - Construction Materials Accepted by a Certificate of Compliance \***

Soil Amendment  
Fiber  
Mulch  
Stabilizing Emulsion  
Plastic Pipe  
Lime  
Reinforcing Steel  
Structural Timber and Lumber  
Treated Timber and Lumber  
Timber and Lumber  
Culvert and Drainage Pipe Joints  
Reinforced Concrete Pipe  
Corrugated Steel Pipe and Corrugated Steel Pipe Arches  
Structural Metal Plate Pipe Arches and Pipe Arches  
Perforated Steel Pipe  
Polyvinyl Chloride Pipe and Polyethylene Tubing  
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints  
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)  
Metal Target Plates  
Electrical Conductors  
Portland Cement  
Minor Concrete  
Waterstop  
Geotextile Fabric

\* If Caltrans Standard Specifications May 2015 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

**Attachment #4**  
**Appendix J of the QAP Manual**



## Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**VENDOR'S CERTIFICATE OF COMPLIANCE**  
 MR-0543 (REV. 5/93) #CT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR  SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER  
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:		
CEMENT BRAND	MILL LOCATION	
<u>XYZ CEMENT CO.</u>	<u>MIDLAND,</u>	
TYPE	<u>CALIFORNIA</u>	
<u>II MODIFIED</u>		
CHEMICAL ADMIXTURE		
1. BRAND	MANUFACTURER	
<u>ABC. ADMIXTURE</u>	<u>XYZ SUPPLIER</u>	
TYPE		
<u>WATER REDUCER</u>		
2. BRAND	MANUFACTURER	
TYPE		

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE	
MANUFACTURER	CLASS
<u>POZZ. INC.</u>	<u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix)	DATES OF FABRICATION (Precast)
<u>7/7/07</u>	

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement  
Flyash  
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS  
A. & B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE  
Joe Anderson



## Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.

HP21L - 5055 - 111

*Albert Howakowa*

Quality Assurance Engineer  
ABC Cement Company

Date: 07/07/07

**Attachment # 5**  
**Appendix K of the QAP Manual**





## **Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

**Subject: Materials Certification**

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders  
Resident Engineer (Print Name)

Bill Sanders  
Resident Engineer (Signature)

7/7/07  
(Date)

**Note:** The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

**See the attachment (next page)**



## Appendix K (continued)

### Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders

Resident Engineer (Print Name)

*Bill Sanders*

Resident Engineer (Signature)

July 4, 2007

Date