



**COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES,
& PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-4527
(831) 755-4800**

REQUEST FOR PROPOSALS #10864

For PROFESSIONAL ENGINEERING SERVICES FOR THE BLACKIE ROAD EXTENSION PROJECT

Proposals are due by 3:00 p.m. PST on Friday, April 29, 2022

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
LESLIE J. GIRARD, COUNTY COUNSEL

DocuSigned by:

Mary Grace Perry

A1933E26E717442...

MARY GRACE PERRY
DEPUTY COUNTY COUNSEL

3/31/2022 | 1:44 PM PDT

Date

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Public Works, Facilities & Parks Department (PWFP), hereinafter referred to as “County”, is soliciting proposals to provide **Professional Engineering Services for the Blackie Road Extension Project**, hereinafter referred to as “Project”, as outlined within Section 5.0, Scope of Work. The purpose of this proposal solicitation is to provide the County with a qualified firm to provide engineering and environmental services, hereinafter referred to as “CONTRACTOR”. The objective of the CONTRACTOR will be to develop the design, prepare the design and bid package, and obtain environmental clearance and permits for the Project.
- 1.2 This solicitation is intended to create a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.1 On November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved the Transportation Safety & Investment Plan Measure X (Transportation Agency of Monterey County [TAMC] Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”). Measure X identifies the State Route 156 project as an eligible use of funds from Measure X revenues. Part of the State Route 156 Corridor includes the extension of Blackie Road to a new interchange at State Route 156 and Castroville Boulevard in the County of Monterey (Blackie Road Extension Project [hereafter, “Project”]). TAMC was awarded funds from Senate Bill 1 Local Partnership Program Formula funds in the amount of \$250,000 to assist in the Project Approval and Environmental Document (PA&ED) Phase of the Project. County has proposed the extension of Blackie Road with Measure X funding from TAMC for the PA&ED Phase of the Project.
- 2.2 The California Department of Transportation (Caltrans), in cooperation with TAMC and the County, will be constructing safety and operational improvements along State Route 156 in north Monterey County. The Project will connect these improvements to the local roadway system by constructing a new road from the interchange at State Route 156 and Castroville Boulevard, to Blackie Road. This Project will connect two (2) other roadway projects that are also planned in the corridor: (1) the State Route 156/Castroville Boulevard Interchange Improvements; and (2) the State Route 156 West Corridor Improvements. The Project will provide a new connection from the major distribution center in south Castroville to State Route 156, reducing truck traffic and congestion on State Route 183/Merritt Street through the central part of the community of Castroville.
- 2.3 On August 25, 2021, a Funding Agreement between TAMC and the County for the Project was presented to the TAMC Board of Directors. At that meeting, the TAMC Board of Directors approved the proposed Funding Agreement. The funding source for this Phase of

the Project is through Senate Bill 1 Local Partnership Program formula funds which TAMC administers through Measure X Regional Funding. TAMC is eligible for the \$250,000 of Senate Bill 1 Local Partnership Program formula funds because of Measure X. The County and TAMC received the allocation of these funds from the California Transportation Commission at their January 2021 meeting. The Local Partnership Program funds require a one-to-one match. The TAMC Board of Directors had previously approved using Measure X Regional Development Impact Fees for the Project in the amount of \$250,000.

- 2.4 On November 8, 2021, the County approved the Funding Agreement and added the Project to the PWFPA Annual Work Program.
- 2.5 Request for Proposals (RFP) #10864 will provide professional engineering services for the Project. The County seeks qualified CONTRACTORS who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision, in the course of providing professional engineering services.
- 2.6 The Project Scope of Work is divided into Phase I and Phase II. The AGREEMENT will initially be for the completion of Phase I. Phase II will be authorized once Phase I work is satisfactorily completed and funding has been secured for Phase II.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|--------------------------------------|--------------------------------|
| 3.1 | Release RFP | March 31, 2022 |
| 3.2 | Deadline for Written Questions | 5:00 p.m., PST, April 13, 2022 |
| 3.3 | Posted Response to Written Questions | 5:00 p.m., PST, April 20, 2022 |
| 3.4 | Proposal Submittal Deadline | 3:00 p.m., PST, April 29, 2022 |
| 3.5 | Estimated Notification of Selection | May 2022 |
| 3.6 | Estimated AGREEMENT Date | June 28, 2022 |

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County mailing shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a->

[h/administrative-office/contracts-purchasing/solicitation-center](#). Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County: **Alberto Mejia-Ceja, Assistant Engineer**
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-4770
Email: mejia-cejaa@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (email is acceptable and preferable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR(s).**

5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with her, his, or its own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

5.2 The services to be provided for the Project are in general, the full-range of professional engineering and environmental documentation services, including all disciplines that may be required for the Project. CONTRACTOR shall have extensive experience and knowledge of, including but not limited to the following: Federal Highway Program Guidelines, Local Assistance Procedures Manual (LAPM) and Local Assistance Program

Guidelines (LAPG), California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA) requirements.

- 5.3 As part of the Project development, the CONTRACTOR may need to consider design alternatives and assist the County to evaluate reasonable design alternatives. CONTRACTOR shall provide recommendations for design alternatives. CONTRACTOR shall apply its expertise to include in its proposal a Scope of Work that provides all tasks needed to develop preliminary alternatives, design, plans, specifications, environmental clearance documents and permits necessary to construct a new roadway.

The professional services must include, but are not limited to the following:

Phase I

5.3.1 Project Management

- 5.3.1.1 Project team meetings
- 5.3.1.2 Schedule Project tasks using Microsoft Project
- 5.3.1.3 Public meetings and presentations (assume two [2])
- 5.3.1.4 Coordination with permitting agencies and County staff
- 5.3.1.5 Provide Public Information Officer support services

5.3.2 Environmental Documentation (Actual permitting needs will be determined by the CONTRACTOR as part of the Phase II scope work)

- 5.3.2.1 Wetland Delineation and Preliminary Jurisdictional Determination Consultations with regulatory Agencies
- 5.3.2.2 Biological Resources Assessment
- 5.3.2.3 Cultural Resources Studies
- 5.3.2.4 Conformance to Coastal Plan
- 5.3.2.5 Conceptual Mitigation Plan
- 5.3.2.6 Permit Support
- 5.3.2.7 CEQA & NEPA

5.3.3 Mapping and Surveys

- 5.3.3.1 Topographic Surveys
- 5.3.3.2 Right-of-Way Determination
- 5.3.3.3 Road Alignments

5.3.4 Geotechnical Investigation

- 5.3.4.1 Retaining Structures Analysis (if any) and Recommend Design Alternatives
- 5.3.4.2 Road subgrade properties and “R” Values
- 5.3.4.3 Earthwork calculations

5.3.5 Hydrologic and Hydraulic Assessment

- 5.3.5.1 Hydrologic Analysis
- 5.3.5.2 Hydraulic Evaluations
- 5.3.5.3 Basis of Design Report

5.3.6 Utility Coordination

5.3.6.1 Coordinate with various utility companies for relocation (if required)

5.3.7 Design/Engineering

5.3.7.1 Drainage Analysis

5.3.7.2 Pavement structural design

5.3.7.3 Retaining wall/slope design (if any)

5.3.7.4 Preparation of 30% Preliminary Design

5.3.7.5 60% Plans, Specifications, and Estimates (PS&E) following federal guidelines

Phase II**5.3.8 Final Design/Engineering**

5.3.8.1 90% PS&E

5.3.8.2 100% PS&E

5.3.9 Project Permitting

5.3.9.1 Secure regulatory permits

5.3.9.2 Prepare Project documentation to secure coastal development permit

5.3.10 Engineering support for right-of-way activities

5.3.10.1 Preparation of plats and legal descriptions

5.3.10.2 Right-of-Way monumentation mapping

5.3.11 Services During Construction

5.3.11.1 Bid Assistance

5.3.11.2 Design support during Construction

5.4 Interested CONTRACTOR(s) shall provide bid assistance during the construction bidding process. Bid assistance includes but is not limited to; answering questions of potential bidders, issuing addenda(s), and attending a pre-bid conference and site walk.

5.5 The exact scope for professional engineering design services for Phase I and Phase II will be determined prior to a notice to proceed (NTP). The County may negotiate the scope and cost of the proposal prior to issuance of the NTP. The County has the right to reject any submitted proposal. The County will issue an NTP letter for Phase I and the Phase II NTP letter will be provided once the Phase I scope of the work has been completed.

5.6 Project funding may include federal funds, which require right-of-way services to be in conformance with the State of California Department of Transportation (Caltrans) LAPM and Right of Way Manual. CONTRACTOR shall be familiar with documentation and procedures required by these manuals to maintain compliance with federal rules, guidelines and laws. This includes preparation of right-of-way contracts and coordinating with County in the review and finalization of the right-of-way contracts.

- 5.7 All work shall be performed in conformance with all applicable County, state and federal laws including but not limited to County Standards, Caltrans Standard Plans & Specifications, and Manual on Uniform Traffic Control Devices (MUTCD), as may be revised and amended from time to time.
- 5.8 COVID-19: Under the Monterey County Shelter in Place Order initially issued on March 17, 2020, further revised on June 22, 2020, and most recently revised on December 9, 2020, construction is identified as an essential business. Construction activity is permitted to continue in accordance with local Monterey County Shelter in Place Order and the California Department of Public Health and the State of California Department of Industrial Relations Occupational Safety and Health Administration (CAL-OSHA) Industry Guidance for Construction issued on July 2, 2020.

Please be advised that *all CONTRACTORS* selected to provide essential services and any persons/entities authorized by said CONTRACTOR to visit County of Monterey work sites must comply with required COVID-19 health and safety measures including implementation of a COVID-19 prevention plan. Key business practices shall include physical distancing to the maximum extent possible, use of face coverings, frequent handwashing and regular cleaning and disinfecting, and training employees on these and other elements of their COVID-19 prevention plan. Prospective bidders are advised to review the Monterey County COVID-19 website for more information on required COVID-19 health and safety measures: <https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

6.0 AGREEMENT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional years.
- 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.
- 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for the State of California and the Division of Occupational Safety and Health (Cal/OSHA) regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:</u>	
Section 1	COVER LETTER (INCLUDING CONTACT/FIRM INFORMATION)
	SIGNED SIGNATURE PAGE
	SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE OF WORK QUALIFICATIONS
	LICENSING AND WORK QUALIFICATIONS
Section 3	ASSIGNED KEY STAFF RESUMES
	RELATED PROJECT EXPERIENCE
	REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING (ATTACHMENT A) (SUBMIT FEE SCHEDULE AND COST PROPOSAL IN SEPARATE SEALED ENVELOPE)
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide contact and firm information as follows:

Contact Information: The name, address, and telephone number of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Firm Information: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications package submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0, Licensing/Security Requirements, herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2017 up to and including the present day.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/22305/636241459023900000>.

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5, Pricing: (ATTACHMENT A) (Submit in separate sealed envelope.)

CONTRACTOR shall complete and submit ATTACHMENT A – PRICING attached hereto, which includes a Fee Schedule and Cost Proposal by task, and submit within their proposal package in a separate sealed envelope. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the Project, County reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.

Section 6, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY RFP #10864". Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.2 ADDITIONAL REQUIREMENTS: To be considered "responsive", submitted proposal packages shall adhere to the following:

- 8.2.1 Three (3) sets of the proposal package (one [1] original proposal marked "Original" plus two [2] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10864". In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the County at its discretion.
- 8.2.2 Proposal package shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets,

brochures, pamphlets, and other pertinent information or work product examples may be included as appendices.

- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** All proposals become the property of the County, which is a public agency subject to disclosure requirements of the California Public Records Act (“CPRA”). If CONTRACTOR proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information falls within one (1) or more CPRA exemptions, CONTRACTOR must clearly mark such information “CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Monterey County before the County’s deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information. CONTRACTOR further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE SOLICITATION NUMBER: **RFP #10864** **and** **CONTRACTOR’S COMPANY NAME.**

- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 Cal-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (Cal-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SELECTION CRITERIA	Max Possible Score
Project Understanding and Approach/Work Plan, and demonstrated capacity to fulfill scope of work	35
Experience of Key Project staff assigned to Project	25
Experience in successfully completing similar projects	25
References	15
TOTAL	100

- 10.3 AGREEMENT award will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR's equipment prior to award of the AGREEMENT.
- 10.5 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR will complete ATTACHMENT A - PRICING for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of the Project, the County and CONTRACTOR will mutually agree upon the budget for the Project.
- 11.3.1 A Cost Proposal shall be submitted with ATTACHMENT A – PRICING in a separate sealed envelope. Cost Proposal by task shall be based on a time and materials basis according to the hourly rates in the Fee Schedule.
- 11.4 Invoicing by CONTRACTOR will clearly itemize but is not limited to the following:
- 11.4.1 County Department receiving services.
- 11.4.2 Multi-year Agreement (MYA) number.

- 11.4.3 Delivery Order (DO) number under which the invoice is to be charged.
- 11.4.4 Project name and services provided.
- 11.4.5 Date(s) of services.
- 11.5 Travel/Mileage
- 11.5.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
- 11.5.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the United States General Services Administration (US GSA). Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>.
- 11.5.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
- 11.5.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current US GSA rates at the time of service prior to processing of invoice.

12.0 INSURANCE REQUIREMENTS

- 12.1 Evidence of Coverage:
- 12.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 12.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive an “NTP” with the work under this AGREEMENT until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- 12.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the County’s Contracts/Purchasing Officer.

12.3 Insurance Coverage Requirements:

12.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: Any proposed modifications to these commercial general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (ii) Business Automobile Liability Insurance for AGREEMENT Over \$100,000:

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: Any proposed modifications to these business automobile liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iv) Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If

professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this AGREEMENT.

Note: Any proposed modifications to these professional liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

12.4 Other Insurance Requirements:

- 12.4.1 All insurance required by the AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 12.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 12.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR’s work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’s insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 12.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County’s Contract Administrator and County’s Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is

made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT which shall continue in full force and effect.

12.4.5 CONTRACTOR shall always during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

13.0 AGREEMENT AWARD

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.
- 13.2 Board of Supervisors: The award made from this solicitation may be subject to approval by the County Board of Supervisors.
- 13.3 Interview: County reserves the right to interview selected CONTRACTOR before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.
- 13.4 Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a proposal or qualifications package will be notified of the final decision as soon as it has been determined.
- 13.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submits a response that, in the sole opinion of County, best serves the overall interest of County.

14.0 PREVAILING WAGE

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

15.0 SEQUENTIAL AGREEMENT NEGOTIATION

County will pursue AGREEMENT negotiations with the CONTRACTOR who submits the best proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the AGREEMENT negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue AGREEMENT negotiations with the entity that submitted a proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the AGREEMENT in the SAMPLE AGREEMENT SECTION. Submission of a signed proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT SECTION** herein. County may but is not required to consider including language from the CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the Exceptions Section of CONTRACTOR's proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law**. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in Section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act (CPRA) and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or**

proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS (\$100,000 OR MORE) with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:
[http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over\\$100k.pdf](http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over$100k.pdf).

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS

RFP #10864
RELEASE DATE: March 31, 2022



RFP TITLE: Professional Engineering Services for the Blackie Road Extension Project

PROPOSALS ARE DUE AT THE DEPARTMENT OF PUBLIC WORKS,
FACILITIES, & PARKS BY 3:00 P.M., PSA, ON FRIDAY, APRIL 29, 2022

MAILING ADDRESS:
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS,
FACILITIES, & PARKS
1441 SCHILLING PLACE, SOUTH 2nd
FLOOR
SALINAS, CA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Alberto Mejia-Ceja, Assistant Engineer
Email: mejia-cejaa@co.monterey.ca.us, Phone: (831) 755-4770

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the RFP. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____

Signature: _____ Printed Name/Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____