



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

**1441 Schilling Place, South 2<sup>nd</sup> Floor**  
**SALINAS, CA 93901-4527**

**(831) 755-4800**

**REQUEST FOR PROPOSALS # 10804**

**FOR**  
**CONSTRUCTION MANAGEMENT SERVICES**

**FOR**  
**HARTNELL ROAD BRIDGE REPLACEMENT PROJECT**  
**LOCATED IN MONTEREY COUNTY, CALIFORNIA**

Proposals Due: **3:00 p.m. PST, Friday November 12, 2021**

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

DocuSigned by:

*Mary Grace Perry*

A1933B20E717442...

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MARY GRACE PERRY  
DEPUTY COUNTY COUNSEL

Date: 9/28/2021 | 5:55 PM PDT

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## 1.0 INTENT

- 1.1 The County of Monterey Department of Public Works, Facilities, & Parks (PWFP), hereinafter referred to as “County”, is soliciting proposals from qualified firms, hereinafter referred to as “CONTRACTOR”, to provide construction management services for the Hartnell Road Bridge Replacement Project, hereinafter referred to as “Project” located south of City of Salinas in Monterey County, California. Interested CONTRACTOR(s) are to submit their proposals per this Request for Proposals (RFP) #10804.
- 1.2 The scope of work, in general, shall include professional engineering services required for management of a construction contract in the public sector. The services provided shall include engineering inspection services, environmental support services, materials testing and surveying services necessary to verify the Project is constructed as specified in the Project plans and specifications.
- 1.3 This solicitation is intended to create a single, exclusive AGREEMENT.

## 2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 Interested CONTRACTORS must meet ALL of the following qualification requirements in order to be considered by County:
- 2.1.1 CONTRACTOR shall have the necessary licenses certifications, and knowledge to adequately complete the tasks outlined in Section 6.0, Scope of Work.
- 2.1.2 CONTRACTOR shall have a minimum of five (5) years of experience managing and controlling the construction of bridge, roadway and drainage related projects. Experience shall be in the State of California.
- 2.1.3 CONTRACTOR’s project manager shall have a minimum of five (5) years specializing in bridge and road construction in the State of California, and thorough understanding of California Department of Transportation (Caltrans) Standard Plans and Specifications, Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Construction Manual, Caltrans Highway Bridge Program (HBP) and Federal Highway Administration (FHWA) Highway Bridge Replacement & Rehabilitation Program (HBRRP).

## 3.0 BACKGROUND

- 3.1 The County is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 3.2 The County has a need for construction management services for the Hartnell Road Bridge Replacement Project. The Project scope is comprised of constructing a new box-culvert bridge and roadway approaches as well as the removal of the existing bridge.
- 3.3 The Hartnell Road Bridge (bridge) was constructed in 1945. It is a two (2)-lane box culvert bridge over Alisal Creek in unincorporated Monterey County, approximately six (6) miles south of the City of Salinas. The bridge is approximately 0.15 miles south of Alisal Road and 1.25 miles north of Highway

101. Alisal Creek runs parallel to and adjacent to the roadway for the majority of its path within the Project area. However, the creek takes a ninety (90)-degree turn to cross under Hartnell Road at the bridge and exits the bridge with another ninety (90)-degree turn. Per the County, Annual Average Daily Traffic (AADT Book 2013), Hartnell Road currently carries 1,900 average daily traffic (ADT).

According to Caltrans' California Road System Map, Hartnell Road is classified as a Local Collector Road and provides direct access to Highway 101. The roadway approaches have two (2) nine feet (9') to eleven feet (11') travel lanes and no shoulders and contain distressed pavement. Beginning at approximately 140 feet south of the bridge and ending at approximately forty feet (40') north of the bridge, the roadway alignment is curved.

3.4 The Project consists of replacing the existing bridge with a two (2)-lane cast-in-place reinforced concrete double-box culvert. The new bridge would be approximately sixty-three feet (63') long and forty-three feet (43') wide, with two (2) twelve feet (12') travel lanes and two (2) unstriped eight feet (8') shoulders that meet American Association of State Highway and Transportation Officials (AASHTO) minimum lane and shoulder width standards. The roadway profile of the bridge would be raised by two (2) point two (2) feet (2.2') in order to match the roadway improvements described below. The new bridge structure would be skewed at an approximate angle of forty-five (45) degrees to the roadway in order to facilitate the flow of Alisal Creek. Wingwalls would also be constructed to direct the flow through the culvert.

## 4.0 CALENDAR OF EVENTS

4.1	Release RFP	Friday, October 7, 2021
4.2	Deadline for Written Question	3:00 p.m., PST, Friday, October 15
4.3	Posted Response to Written Questions	5:00 p.m., PST, Friday, October 29, 2021
4.4	Proposal Package Submittal Deadline	3:00 p.m. PST, Friday, November 12, 2021
4.5	Estimated Notification of Selection	November 2021
4.6	Estimated AGREEMENT Date	December
4.7	Estimated Construction Start	Spring 2022
4.8	Estimated Project Completion	Fall 2022

**4.9 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 THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing 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-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>. Addenda are posted on the website the day they are released.

## 5.0 COUNTY POINT OF CONTACT

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

Bonnie Perez, Management Analyst II  
County of Monterey  
Department of Public Works, Facilities & Parks  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-8970  
Email: [perezb@co.monterey.ca.us](mailto:perezb@co.monterey.ca.us)

5.2 All questions regarding this solicitation shall be submitted in writing (E-Mail acceptable and preferable). When submitting questions, identify the RFP # to which the question pertains. Questions will be researched, and answers will be posted on the PWWP Projects Out to Bid webpage at <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid> by the deadline indicated in the CALENDAR OF EVENTS herein.

5.3 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.

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

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

## 6.0 SCOPE OF WORK

6.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price.

6.2 The Project includes the construction of a new bridge and reconstructing existing roadway approaches, drainage facilities, and the demolition of the existing bridge. The proposed Project would widen the roadway approaches three hundred sixty-eight feet (368') north of the bridge and four hundred and seventy-one feet (471') south of the bridge to two (2) twelve-foot (12') lanes with eight foot (8') unstriped outside shoulders. The new roadway would be constructed with a three-foot (3') shoulder backing (a strip of granular material used to protect the outside edge of the roadway pavement) and side slopes of four (4) to one (1) on the side of the road opposite the creek. The roadway adjacent to Alisal Creek would be constructed with a three-foot (3') shoulder backing and a nonstandard slope of two (2) to one (1) to minimize right-of-way acquisition. In addition, the profile of the roadway approaches would be raised to meet current design standards for minimum longitudinal slope. The existing roadway slope is less than the 0.25 percent recommended by AASHTO. Additionally, the existing roadway approaches would be repaved with a foundation of aggregate base topped by 0.5 ft. of hot mix asphalt.

6.3 The broad construction management scope of this Project requires a diversity of expertise and the ability to respond and or resolve a number of specialized construction contract issues. Of particular

concern are the qualifications and experience of the individual(s) who will be directly involved in the Project, as they relate to Caltrans.

6.4 The construction management effort shall include, but is not limited to, the following services and requirements:

**Contract Administration:** Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprises (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with the County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform Project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB) and Monterey County Water Resources Agency (MCWRA).

**General Inspection:** Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses, and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of the assigned project. Assist the County staff in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

**Change Orders:** In accordance with State Standard Specifications, the Special Provisions, and in County format for construction contract change orders, prepare, process, and make recommendations on change orders. County shall review and approve all change orders.

**Environmental Compliance:** Coordinate and supervise pre-construction biological survey(s) and environmental monitoring. CONTRACTOR shall provide environmental monitoring and surveying services. CONTRACTOR shall provide County with regulatory permit reports documenting the results of each survey and in compliance with the permit requirements.

**Surveying:** Coordinate and supervise construction surveying and staking. CONTRACTOR shall provide construction staking services.

**Material Testing:** Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide materials testing services per Caltrans Standard Specifications.

**Test Data:** Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

**Plan Interpretation:** With the assistance of County staff, as needed, interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

**Pre-Construction Conference:** Assist in the pre-construction meeting with the construction contractor and other Project participants. This discussion affords all the parties of the contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed.

Respond to questions the construction contractor may have and address issues that need to be resolved before work commences.

**Safety and Accidents:** Assume the duties of the Project Safety Coordinator. Ensure the construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with photographs and written reports. Manage safety precautions through the construction contractor for the public in construction areas.

**Approval Schedule:** Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by the construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

**False Work and Shop Drawings:** Manage and maintain records, provide timely engineering review, and prepare written recommendations certifying the adequacy of the construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

**Progress Statements:** Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates of all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

**Final Walk-through and Final Inspection:** Conduct Project walk-throughs prior to completion of construction. Minutes of the walk-through(s) shall be completed by CONTRACTOR and a copy shall be provided to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the Project and complete the required Final Report forms.

**As-Built Plans:** Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans shall be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer shall be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans CADD User's Manual*).

**Contract Records:** Upon Project completion, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

6.5 **Construction Schedule:** Construction contract is expected to be awarded in the Spring of 2022 and Project construction will begin once the regulatory permit allows it.

6.6 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>.

## 7.0 REQUIRED CONTENT/FORMAT FOR PROPOSAL PACKAGE

### 7.1 Content and Layout:

CONTRACTOR shall provide the information as requested and as applicable to the proposed services. The proposal shall be organized in the order of and as per the listing below. The proposal shall include, at a minimum but is not limited to, the following information below in the format indicated. Each attachment must be clearly labeled **in the upper right corner RFP #10804 - Attachment "X"**.

### 7.2 Cover Letter:

All proposals packages must be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information as follows:

- 7.2.1. **Contact Information:** Name, mailing address, telephone number, and e-mail address of CONTRACTOR's primary contact person during the solicitation process through potential AGREEMENT award.
- 7.2.2. **Firm Information:** Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on the ability to complete services in accordance with County's AGREEMENT.

### 7.3 Signed RFP Signature Page: **(Attachment A)**

Proposals submitted without the RFP signature page (provided in Appendix I) will be deemed non-responsive. All signatures must be manual and in BLUE ink. All notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent to said correction and must be initialed in BLUE ink by the person signing the proposal package.

### 7.4 Signed Addenda: **(Attachment B)** (Include all addenda, if any, released for this solicitation)

Proposals submitted without this (these) page(s) 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 ink or typed adjacent to said correction and must be initialed in BLUE ink by the person signing the proposal package.



**7.5 General Firm Information: (Attachment C)**

Prepare an Attachment C (label as required) providing a general information summary about CONTRACTOR's firm which, at minimum, includes the information following the outline provided below:

**7.5.1 Firm Name and Address****Year Established**

Enter the year the firm (or branch office, if appropriate) was established under current name.

**7.5.2 Data Universal Numbering System (DUNS) Number**

Provide DUNS number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

**7.5.3 Ownership Type**

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

**7.5.4 Point of Contact**

Provide the point of contact information for a representative of the firm that County can contact for additional information. Representative must be authorized to speak on contractual and policy matters.

**7.5.5 Former Firm Name(s)**

If any, indicate all previous firm (or branch office) name(s) during the last five (5) years. Indicate the year that all corporate name change(s) was/were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

**7.5.6 Employee by Discipline**

Specify all staff members of the Project team, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

**7.5.7 Litigation History**

Provide a description of litigation to which CONTRACTOR's firm has been a party to in the past five (5) years. Please include the following details:

- Name of Case/Court Case Number
- Date Filed
- Court in which Filed
- Judgment or Result

**7.6 Organizational Chart of Proposed Team: (Attachment D)**

Provide an Attachment D illustrating CONTRACTOR's firm's organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

**7.7 Resume(s) of Key Personnel for Project: (Attachment E)**

Provide as Attachment E, resume(s) for each key person on the proposed team. County will be looking at each proposed team member's relevant technical expertise to provide construction management tasks listed in the Scope of Work in Section 6.0. County will also check that key personnel have appropriate licenses, registrations and certifications to provide road engineering tasks listed in Scope

of Work in Section 6.0, and that some or all team members (firms) have previously worked together on similar projects.

#### 7.8 Project Experience & References: **(Attachment F)**

- 7.8.1 Prepare an Attachment F providing project information and include three (3) examples of construction projects relevant to Monterey County within the last five (5) years, demonstrating work experience with Local, State and Federal agencies. For each Project, the following shall be provided: **Project Name**
- **Brief Project Description**  
Please include information about scope, schedule and record of performance. The description should also discuss the entire project delivery team, i.e., subcontractors and their respective roles. Project information should discuss the type of CEQA/NEPA document prepared for the project as well as the regulatory permits obtained.
- **Size of Project**
- **Name of General Contractor on Project**
- **Project Challenges or Complexities**
- **CONTRACTOR'S staff and sub-consultants assigned to Project**  
Include any experience with Caltrans Local Assistance Office or community outreach efforts during the construction of the Project.

7.8.2 **References:** CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to services as described in Section 6.0, Scope of Work. For each project, the following shall be provided:

- **Project Name**
- **Brief Project Description**  
Please include information about scope, schedule and record of performance. The description should also discuss the entire project delivery team, i.e., subcontractors and their respective roles.
- **Client Name**
- **Client Contact Information**  
Please include telephone number and e-mail address of the firm's Project Manager.

#### 7.9 Project Management Approach (one [1] page Limit): **(Attachment G)**

Provide as Attachment G, a description of the approach and the steps and methods used to ensure Project is constructed to the approved plans and specifications. Methods or steps used to minimize Project change orders and claims.

#### 7.10 Schedule Management Approach (one [1] page Limit): **(Attachment H)**

Provide as Attachment H, a description of schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones; progress meetings with CONTRACTOR, system to track timely review of submittals and Requests for Information (RFI's).

#### 7.11 Fee Schedule: **(Attachment I) (submit in separate sealed envelope)**

CONTRACTOR shall complete Attachment I - FEE SCHEDULE and submit within their proposal package. 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.

#### 7.12 Exceptions Submittal (if applicable)

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO COUNTY RFP #10804". Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate County to revise the terms of the RFP or AGREEMENT.

#### 7.13 Appendix:

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

## 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP # 10804 and CONTRACTOR'S FIRM NAME.** CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL HARD COPY, TWO (2) COPIES, AND ONE (1) CD OR THUMB DRIVE WITH PDF FILES OF SUBMITTAL MATERIALS; AND ONE (1) ORIGINAL ATTACHMENT I (Fee Schedule) IN A SEPARATE SEALED ENVELOPE.
- 8.2 **Mailing Address:** Proposals shall be mailed to County Point of Contact at the mailing address indicated on RFP Signature Page.
- 8.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified in Section 4.0, Calendar of Events. It is the sole responsibility of CONTRACTOR to ensure that the proposal package is received by or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.
- 8.4 **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 sender.
- 8.5 **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 CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of County.
- 8.7 **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.
- 8.8 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the CAL-OSHA Act of 1973.

## 9.0 SELECTION CRITERIA

9.1 The selection of CONTRACTOR and subsequent AGREEMENT will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. 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.

9.2 The scoring criteria includes the following:

CRITERIA	Scoring Criteria
<b>Proposal Package Content</b>	<b>Pass/Fail</b>
Cover letter including Firm and Contract Information	
Signed RFP Signature Page: Attachment A	
Signed Addenda: Attachment B (if any addenda for this solicitation)	
General Firm Information: Attachment C	
Organizational Chart of Proposed Team: Attachment D	
Resume(s) of Key Personnel for this Project: Attachment E	
Project Experience & References: Attachment F	
Project Management Approach (one [1] page limit): Attachment G	
Schedule Management Approach (one [1] page limit): Attachment H	
Sealed Fee Schedule: Attachment I	
<b>Proposed Team Qualifications and Resume (0-35 points)</b>	<b>Points</b>
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical expertise to provide engineering inspection services, material testing, and surveying and construction staking tasks listed in County Scope of Work in Section 6.0	
Staff has appropriate licenses, registrations, and certifications to provide engineering task listed in County Scope of Work in Sections 6.0	
Some or all team members/firms have previously worked together on similar projects	
<b>Proposed Team Qualifications and Resume Subtotal Possible Points - 35</b>	
<b>Project Experience (0-30 points)</b>	<b>Points</b>

<p><b>Example Project 1</b> description indicates:</p> <ol style="list-style-type: none"> <li>(1) Previous experience with project of similar scope and/or complexity;</li> <li>(2) Specific role the team member(s) had in the project;</li> <li>(3) Project funding and funding reporting requirements;</li> <li>(4) Experience with complying with approved environmental CEQA/NEPA document as well as regulatory permits obtained for the project;</li> <li>(5) Construction contractor change orders negotiated and approved;</li> <li>(6) Project documentation and file management system used;</li> <li>(7) Conformance to project's construction schedule and budget.</li> </ol>	
<p><b>Example Project 2</b> description indicates:</p> <ol style="list-style-type: none"> <li>(1) Previous experience with project of similar scope and/or complexity;</li> <li>(2) Specific role the team member(s) had in the project;</li> <li>(3) Project funding and funding reporting requirements;</li> <li>(4) Experience with complying with approved environmental CEQA/NEPA document as well as regulatory permits obtained for the project;</li> <li>(5) Construction contractor change orders negotiated and approved;</li> <li>(6) Project documentation and file management system used;</li> <li>(7) Conformance to project's construction schedule and budget.</li> </ol>	
<p><b>Example Project 3</b> description indicates:</p> <ol style="list-style-type: none"> <li>(1) Previous experience with project of similar scope and/or complexity;</li> <li>(2) Describe the specific role the team member(s) had in the project;</li> <li>(3) Project funding and funding reporting requirements;</li> <li>(4) Experience with complying with approved environmental CEQA/NEPA document as well as regulatory permits obtained for the project;</li> <li>(5) Construction contractor change orders negotiated and approved;</li> <li>(6) Project documentation and file management system used;</li> <li>(7) Conformance to project's construction schedule and budget</li> </ol>	
<b>Project Experience Subtotal Possible Points – 30</b>	
<b>Experience with Caltrans Local Assistance (0-10 points)</b>	<b>Points</b>
Firm's proposed project team has experience with Caltrans Local Assistance procedures.	
<b>Client References (0-5 pts)</b>	<b>Points</b>
List of recent client references	
<b>Project Specific Quality Components:</b>	
<b>Project Management Approach as described (one [1] page limit) (0-10 points)</b>	<b>Points</b>
Describes approach and the steps and methods used to ensure project is constructed to the approved plans and specifications. Methods or steps used to minimize project change orders and claims.	
<b>Schedule Management Approach as described (one [1] page limit) (0-10 points)</b>	<b>Points</b>
Describes schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones; progress meetings with contractor, system to track timely review of submittals and RFI's.	

<b>Project Management and Schedule Management Approach Subtotal Possible Points - 20</b>	
<b>Total (100 Points Possible)</b>	

9.3 AGREEMENT award will not be based on cost alone.

9.4 County may conduct interviews and utilize references during selection process as well.

9.5 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 County.

9.6 The award made from this RFP is subject to approval by the County Board of Supervisors.

## 10.0 AGREEMENT AWARD

10.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.

10.2 Board of Supervisors: The award made from this solicitation is subject to approval by County Board of Supervisors.

10.3 Interview: County reserves the right to interview selected CONTRACTOR before an AGREEMENT is awarded. The costs of attending any interview are CONTRACTOR's responsibility.

10.4 Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.

10.5 Notification: All CONTRACTORS who have submitted a proposal package will be notified of the final decision as soon as it has been determined.

10.6 In County's Best Interest: The award 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.

## 11.0 SEQUENTIAL AGREEMENT NEGOTIATION

11.1 COUNTY will pursue AGREEMENT negotiations with 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.

## 12.0 AGREEMENT TERMS AND CONDITIONS

12.1 The terms of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

- 12.1.1 County does not have to give a reason if it elects not to extend or renew the AGREEMENT.
- 12.2 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.
- 12.3 If this RFP includes options for renewal or extensions, CONTRACTOR must commence negotiations for rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extensions or changes in writing.
- 12.4 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-Risk Manager, substantially similar to the "SAMPLE AGREEMENT" provided in Appendix II. Submission of a signed proposal package and the **RFP 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 AGREEMENT. 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 submittal of CONTRACTOR's proposal.

### 13.0 COLLUSION

- 13.1 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.

### 14.0 RIGHTS TO PERTINENT MATERIALS

- 14.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of County when received by 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". County will not disclose proprietary information to the public, unless required by law; however, 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.

### 15.0 INDEMNIFICATION

- 15.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term,

provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the County under this indemnification Agreement that is permitted by law shall be provided by CONTRACTOR.

#### 15.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

#### 15.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

## **16.0 INSURANCE REQUIREMENTS**

#### 16.1 Evidence of Coverage:

Prior to commencement of 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.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under AGREEMENT until it has obtained all insurance required and County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.



## 16.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which 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.

## 16.3 Insurance Coverage Requirements:

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:

**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 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.)*

**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 auto 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.)*

**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.)*

**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 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.)*

#### 16.4 Other Requirements:

All insurance required by this 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 this 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 (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.


Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) 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 this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**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**.

Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County Contracts/Purchasing Division, showing that the 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 this AGREEMENT, which shall continue in full force and effect.

CONTRACTOR shall at all times 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 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 this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

<b>APPENDIX I: SIGNATURE PAGE</b>
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COUNTY OF MONTEREY	RFP #10804
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS	ISSUE DATE: Friday, October 7, 2021
	
RFP TITLE: Construction Management Services for the Hartnell Road Bridge Replacement Project	
PROPOSALS ARE DUE AT THE DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS BY 3:00 P.M., Pacific Standard Time (PST), ON November 12, 2021.	<b>MAILING ADDRESS:</b> 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 <b>Bonnie Perez, perezb@co.monterey.ca.us</b>	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL: <ul style="list-style-type: none"> <li>• Proposal (as required by this RFP) – One (1) original hard copy, three (3) hard copies, and one (1) thumb drive with PDF files of submittal.</li> <li>• Fee Schedule (Attachment I) – One (1) original hard copy, sealed in a separate envelope.</li> </ul>	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN	
This Signature Page must be included with your submittal in order to validate your proposal. <b>Proposals submitted without this page will be deemed non-responsive.</b>	
<input type="checkbox"/> <b>CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.</b>	
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.	

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

## **APPENDIX II: SAMPLE AGREEMENT**

The County of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals (More than \$100,000) with all terms and conditions 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)

### **APPENDIX III: EXHIBIT B - FEDERAL PROVISIONS**

In compliance with this RFP #10804, which uses Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a Notice to Proceed for the Project.

**APPENDIX IV: EXHIBIT 10-H2 COST PROPOSAL**

**APPENDIX V: PROJECT PLANS**

**APPENDIX VI: PROJECT SPECIAL PROVISIONS, BID FORM AND ENGINEER'S  
ESTIMATE**