

Attachment B

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**COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-2439
(831) 755-5399**

REQUEST FOR PROPOSALS (RFP) #10679

**For
Professional Engineering Services for a Roundabout at
Carmel Valley Road and Laureles Grade
November 2018**

Proposals are due by 12:00 pm (PST) on Thursday, December 20, 2018

Approved as to form

Wendy Strimling
Senior Deputy County Counsel

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1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide full range of professional engineering services for the Carmel Valley Road and Laureles Grade Roundabout Project.
- 1.2 This solicitation is intended for an exclusive Professional Services Agreement (PSA).

2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 Interested CONTRACTORS must meet ALL the following qualification requirements in order to be considered by COUNTY:
- 2.1.1 CONTRACTOR shall be a licensed Civil Engineer in the State of California.
 - 2.1.2 CONTRACTOR shall have a minimum of five (5) years' experience leading and controlling the design of road 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 road design and permitting in the State of California and extensive experience working with the Federal Highway Administration, Federal Statewide Transportation Improvement Program, California Transportation Local Assistance Procedures Manual, Local Assistance Program Guidelines, State Transportation Improvement Program and the Americans with Disabilities Act.
- 2.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

3.0 BACKGROUND

- 3.1 The County of Monterey 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 RFP #10679 will provide full range of professional engineering services for the Carmel Valley Road and Laureles Grade roundabout project. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing engineering services.
- 3.3 County has completed the 2014 Carmel Valley Road Corridor Study.
- 3.4 Carmel Valley Road has 3 functional classifications within the Carmel Valley Master Plan Area, a minor arterial road, major and collector road.
- 3.5 The Carmel Valley Road Advisory Committee directed that this RFP be solicited. The Committee shall be actively involved in the studies and the design.

4.0 CALENDAR OF EVENTS

4.1. Issue RFP	November 29, 2018
4.2. Deadline for Written Questions	5:00 p.m., PST, December 3, 2018
4.3. Estimated Response	5:00 p.m., PST, December 7, 2018
4.4. Proposal Submittal Deadline	12:00 p.m., PST, December 20, 2018
4.5. Estimated Notification of Selection	February 2019
4.6. Estimated AGREEMENT Date	March 2019

This schedule is subject to change as necessary.

4.7. **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS 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 the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

5.0 COUNTY POINTS OF CONTACT

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

Primary Contact for the County: RFP #10679 Processing Coordinator
Monterey County
RMA-Public Works
Attn: Raul Martinez
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
Phone: (831) 755-4628
Email: martinezrr@co.monterey.ca.us

5.2 All questions regarding this solicitation shall be submitted in writing (E-mail is acceptable and preferable). Questions will be researched and the answers will be posted on the COUNTY website COUNTY project page after the deadline for receipt of questions.

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 The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

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

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

6.0 SCOPE OF WORK

- 6.1 The SCOPE OF WORK includes in general, the full range of professional engineering services, including all disciplines typically required for roundabout projects. CONTRACTOR shall have extensive experience and knowledge of, not limited to, Federal Highway Administration (FHWA) programs, Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG). The SCOPE OF WORK is included in Exhibit “A”

7.0 PROFESSIONAL ENGINEERING SERVICES DETAILS

8.0 PAYMENT AND COMPENSATION

- 8.1 CONTRACTOR shall be compensated as described herein and in SECTIONS 8.2 through 8.3. Invoicing must be processed as follows:
- 8.2 The CONTRACTOR must submit monthly a single invoice covering all services.
- 8.3 The County may at its sole option request and approve a written lump sum quotation for specific detailed extra-ordinary work to be performed by the CONTRACTOR.

9.0 PROPOSAL PACKAGE REQUIREMENTS

- 9.1. Content and Layout:
CONTRACTOR should provide the information as requested and as applicable to the proposed services. The qualifications package shall be organized in the order of and as per the listing below. Qualification packages shall include, at a minimum but not limited to, the following information below in the format indicated. Each attachment must be clearly labeled in the upper right corner RFP 10679 Attachment “X”:
- 9.2 Cover Letter:
All qualifications packages must be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information as follows:
- 9.2.1 Contact Info: Name, mailing address, telephone number, e-mail address and fax number of CONTRACTOR’s primary contact person during the solicitation process through potential contract award.
- 9.2.2 Firm Info: 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. Indicate any planned or anticipated changes in business organization

or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with COUNTY PSA.

9.3. Signed RFP Signature Page: (Attachment A)

9.3.1. Qualifications packages submitted without the RFP signatures page (provided herein under Attachments) will be deemed non-responsive. All signatures must be manual and in BLUE INK. All notations must be typed or written in BLUE. 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 qualifications package.

9.4. Signed Addenda: (Attachment B) (Include all addenda released for this solicitation)

9.4.1. Qualifications packages 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 qualifications package.

9.5. General Firm Information: (Attachment C)

9.5.1. Prepare an Attachment C (label as required) providing a general information summary about your firm which, at minimum, includes information below and following the outline provided below:

9.5.2. Firm Name and Address

Year Established

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

9.5.3. Data Universal Numbering System (DUNS) Number

Insert the Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet Information services. Firms must have a DUNS number.

9.5.4. Ownership Type

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

9.5.5. Point of Contact

Provide 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.

9.5.6. Former Firm Name(s)

Indicate any and all previous names for the firm (or branch office) during the last six (6) years. Indicate the year that any and all corporate name change or changes was/were effective and the associated DUNS number. This information is used to review past performance on federal contracts.

9.5.7. Employee by Discipline

Specify all staff members that will work on projects, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

- 9.5.8. Litigation History
 - Provide a description of litigation to which your firm has been a party to in the past Five (5) years. Please include the following details:
 - 9.5.8.1. Name of case/Court Case Number
 - 9.5.8.2. Date filed
 - 9.5.8.3. Court in which filed
 - 9.5.8.4. Judgment or result
- 9.6. Organizational Chart of Proposed Team: (Attachment D)
 - 9.6.1. Provide an Attachment D illustrating your 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.
- 9.7. Resume(s) of Key Personnel for this Contract: (Attachment E)
 - 9.7.1. 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 road design engineering and permitting tasks listed in the Scope of Work. COUNTY will also check that key personnel staff has appropriate licenses, registrations and certifications to provide road engineering tasks listed in COUNTY Scope of Work, and that some or all team members (firms) have previously worked together on similar projects.
- 9.8. Project Experience & References: (Attachment F)
 - 9.8.1. Prepare an Attachment F providing project information and include three (3) examples of roundabout projects relevant to Monterey County within the last five (5) years, demonstrating work experience with Federal Highway Road Program, Federal Highway Administration (FHWA) and the Americans with Disabilities Act (ADA). Project information should discuss the regulatory permits obtained.
 - 9.8.2. References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described herein. For each project, the following shall be provided:
 - 9.8.2.1. Project Name
 - 9.8.2.2. 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.
 - 9.8.2.3. Client Name
 - 9.8.2.4. Client Contact Information
 - Please include telephone number and e-mail address of the Agency's Project Manager.
 - 9.8.2.5. Size of Project
 - 9.8.2.6. Name of General Contractor on Project

- 9.8.2.7. Specify the Specialty Area
- 9.8.2.8. Project Management Approach (1 page Limit): (Attachment G)
- 9.9. Provide as Attachment G, a project management approach describing approach and the steps and methods to be used from project inception through construction documents and design support during construction. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.
- 9.10. Schedule Management Approach (1 page Limit): (Attachment H)
 - 9.10.1. Provide as Attachment H, a Schedule Management Approach, including scheduling software used and method(s) used to recover from slippage of schedule milestones.
- 9.11. Cost Management Approach (1 page Limit): (Attachment I)
 - 9.11.1. Provide as Attachment I, a Cost Management Approach for tight project budgets. Describe your firm's value engineering methodology.
- 9.12. Fee Schedule: (Attachment J)
 - 9.12.1. CONTRACTOR shall complete Attachment J-FEE SCHEDULE and submit within their qualifications 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.
 - 9.12.2. Submit ATTACHMENT J in a separate sealed envelope. Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.
- 9.13. Exceptions Submittal (if applicable)
 - 9.13.1. Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10679." 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 PSA.
- 9.14. Appendix:
 - 9.14.1. CONTRACTOR may provide any additional information that it believes to be applicable to this qualifications package and include such information in an Appendix section.

10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

10.1 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 # 10679 and CONTRACTORS COMPANY NAME. CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL PLUS FIVE (5) COPIES FOR A TOTAL OF SIX (6) AND ONE (1) CD WITH PDF FILES OF SUBMITTAL MATERIALS; AND ONE (1) ORIGINAL ATTACHMENT J – FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE.

10.2 Mailing Address: Qualification packages shall be mailed to COUNTY at the mailing address indicated on RFP #10679 Front Cover Page to the attention of RFP #10679 Project Manager.

10.3 Due Date: Qualification packages must be received by COUNTY ON OR BEFORE the time and date specified in the solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualification packages received after the deadline shall be rejected and returned unopened.

10.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the sender.

10.5 Acceptance: Qualification packages are subject to acceptance at any time within 90 days after opening. COUNTY reserves the right to reject any and all qualifications packages, or part of any qualifications 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 qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

10.6 Ownership: All submittals in response to this solicitation become the property of the COUNTY.

10.7 Compliance: Qualification 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.

11.0 SELECTION CRITERIA

11.1 The selection of CONTRACTOR(S) and subsequent contract award(s) will be based on the criteria contained in this RFQ, as demonstrated in the submitted qualification 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.

11.2 The selection criteria includes the following:

CRITERIA	Scoring Criteria
Qualification Package Content	Pass/Fail
Cover letter including Contract and Firm Info	
Signed RFQ 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 Contract: Attachment E	
Project Experience & References: Attachment F	
Project Management Approach (1 page Limit): Attachment G	
Schedule Management Approach (1 page Limit): Attachment H	
Cost Management Approach (1 page Limit): Attachment I	
Sealed Submittal of Fee Schedule Form: Attachment J	
Proposed Team Qualifications and Resume	Points 0 - 20
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, right-of-way (appraisal & acquisition), & permitting tasks listed in COUNTY Scope of Work.	
Staff has appropriate licenses, registrations, and certifications to provide engineering task listed in COUNTY Scope of Work.	
Some or all team members/firms have previously worked together on similar projects.	
Proposed Team Qualifications and Resume Subtotal Possible Points - 20	
Project Experience	Points 0 - 30

<p>Example Project 1 description indicates:</p> <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Government agency work experience; (3) Type of regulatory permits obtained; (4) Record of accomplishing project on schedule and on budget; (5) Most important role or roles in project were performed by firm in proposed project. 	
<p>Example Project 2 description indicates:</p> <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Government agency work experience; (3) Type of regulatory permits obtained; (4) Record of accomplishing project on schedule and on budget; (5) Most important role or roles in project were performed by firm in proposed project. 	
<p>Example Project 3 description indicates:</p> <ul style="list-style-type: none"> (1) Previous experience with road projects of various width, length and scope; (2) Government agency work experience; (3) Type of regulatory permits obtained; (4) Record of accomplishing project on schedule and on budget; (5) Most important role or roles in project were performed by firm in proposed project. 	
<p>Project Experience Subtotal Possible Points - 30</p>	
<p>Experience with Caltrans Local Assistance</p>	<p>Points 0 - 10</p>
<p>Firm’s proposed project team has experience with Caltrans Local Assistance procedures, especially as it relates to federally funded projects</p>	
<p>Client References</p>	<p>Points 0 - 5</p>
<p>List of recent clients references</p>	

Project Specific Components:	
Quality of Project Management Approach as described (1 page limit)	Points 0 - 15
Describes approach and the steps and methods to be used from project inception through construction documents and design during construction. Includes submittals and meetings with agencies, staff roles and responsibilities for each step in the work process and all methods employed for in-house plan checks during all phases of document and submittals.	
Quality of schedule Management Approach as described (1 page limit)	Points 0 - 10
Describes schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones.	
Quality of Cost Management Approach as described (1 page limit)	Points 0 - 10
Describes Firm's Value Engineering Methodology	
Quality of Project Management Approach Subtotal Possible Points - 35	
Total (100 Points Possible)	

11.3 PSA award(s) will not be based on cost alone.

11.4 COUNTY may conduct interviews and utilize references during selection process as well.

11.5 The award(s) resulting from this RFQ will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the COUNTY, best serves the overall interest of the COUNTY.

11.6 The award made from this RFQ may be subject to approval by the County Board of Supervisors.

12.0 CONTRACT AWARD

12.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any PSA or PSA's resulting from this solicitation.

12.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

12.3 Interview: COUNTY reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

12.4 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

- 12.5 Notification: All CONTRACTORS who have submitted a Proposal package will be notified of the final decision as soon as it has been determined.
- 12.6 In COUNTY'S Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

- 13.1 COUNTY will pursue contract negotiations with the CONTRACTOR who submits the best qualification package 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 contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract negotiations with the entity that submitted a qualification package 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.

14.0 AGREEMENT TO TERMS AND CONDITIONS

- 14.1 The terms of the PSA(s) will be for a period of three (3) years with the option to extend the PSA for two (2) additional one (1) year periods.
- 14.2 COUNTY reserves the right to cancel any PSA(s), or any extension of any PSA(s), without cause, with a thirty-day (30) written notice, immediately with cause.
- 14.3 If this RFP includes options for renewal or extensions, CONTRACTOR(s) must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the PSA. Both parties shall agree upon rate extensions or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.
- 14.4 CONTRACTOR selected through the solicitation process will be expected to execute a formal PSA with COUNTY for the provision of the requested service. The PSA shall be written by COUNTY in a standard format approved by the Office of the County Counsel, similar to the "SAMPLE PROFESSIONAL SERVICES AGREEMENT" provided as Exhibit A. Submission of a signed qualifications 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 PSA. 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.

14.5 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 day (30) written notice, or immediately with cause.

15.0 COLLUSION

15.1 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.

16.0 RIGHTS TO PERTINENT MATERIALS

16.1 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”. 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.

17.0 INDEMNIFICATION

17.1 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 indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

17.2 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 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.

17.3 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.

18.0 INSURANCE REQUIREMENTS

18.1 Evidence of Coverage:

Prior to commencement of this Agreement, the 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, the 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 Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" 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.

18.2 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 Purchasing Manager.

18.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this 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 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.)

18.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the 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 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's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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'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 this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

SIGNATURE PAGE

COUNTY OF MONTEREY	RFP # 10679
RESOURCE MANAGEMENT AGENCY – PUBLIC WORKS	ISSUE DATE: November 2018
	
RFP TITLE: Professional Engineering Services for a Roundabout at Carmel Valley Road and Laureles Grade	
PROPOSALS ARE DUE IN THE RMA- PUBLIC WORK, FACILITIES AND PARKS BY 12:00 P.M., LOCAL TIME, ON December 20, 2018	MAILING ADDRESS:
	COUNTY OF MONTEREY RMA-PUBLIC WORKS
	1441 Schilling Place, 2nd FL. SALINAS, CA 93901
QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO: Raul Martinez, martinezrr@CO.MONTEREY.CA.US	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:	
<ul style="list-style-type: none"> • Qualification Package (as required by this RFP) – one (1) original plus five (5) copies • Fee Schedule (Attachment J) – one (1), sealed in a separate envelope 	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 9.1 HEREIN	
<p>This Signature Page must be included with your submittal in order to validate your Qualification Package. Proposals submitted without this page will be deemed non-responsive.</p>	
<input type="checkbox"/> CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATION PACKAGE.	
I hereby agree to furnish the articles and/or services stipulated in my Qualification Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualification Package.	

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

SAMPLE PROFESSIONAL SERVICE 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://www.co.monterey.ca.us/cao/psa.htm>

[If there is any conflict between the Sample Professional Service Agreement and Section 16.2 of this Request for Proposals \(RFP\) # 10679, Section 16.2 of this RFP # 10679 will prevail.](#)

16.2 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 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.

EXHIBIT A - SCOPE OF SERVICES

SCOPE OF SERVICES

The Carmel Valley Road / Laureles Grade Roundabout (PROJECT) is identified as “Project G” in the *Carmel Valley Road Corridor Study* prepared by Kimley-Horn, finalized in August 2018. The PROJECT is also identified in the Transportation Authority of Monterey County’s (TAMC’s) *Regional Roundabout Study*.

The design services scope of work for the Projects includes all professional services and associated design engineering services necessary to prepare the documents for the PROJECT.

For more information about the projects, please refer to the previously-referenced studies:

Carmel Valley Road Corridor Study (2018)

<http://www.co.monterey.ca.us/home/showdocument?id=70030>

TAMC Regional Roundabout Study (2016)

<https://www.tamcmonterey.org/programs/roundabout-projects/regional-roundabout-study/>

Following the Notice to Proceed, CONTRACTOR will attend a project initiation meeting to review the proposed project scopes, schedules, and other project items and to establish a communication link with the COUNTY. CONTRACTOR will attend project meetings, design meetings, public hearings, regulatory agency meetings or teleconference meetings throughout the course of the project as requested. The CONTRACTOR shall track each project and prepare separate monthly progress reports and monthly project invoices. CONTRACTOR shall coordinate closely with the COUNTY to ensure critical issues are quickly resolved during the project.

The CONTRACTOR’s Scope of Services for each of the projects is as follows:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports, and
Phase II:	Final Design

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

Project Management includes the supervision and scheduling of project staff, review of work prepared by CONTRACTOR staff and sub-consultants, project coordination, client liaison and the monitoring of the schedule and the budget. Also, included in this Task is the preparation of project reports and attendance at meetings with COUNTY staff to receive input and discuss and review the project during its critical design periods.

CONTRACTOR should plan on attending/presenting at up to ten (10) public meetings.

EXHIBIT A - SCOPE OF SERVICES

0.2 PROJECT INITIATION

Upon receipt of notice to proceed, a project kick-off meeting will be held to finalize the project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the project, a description and clarification of the approach required to respond to these issues, a discussion of potential County, State and Federal and other permits which may be required for the project and the verification of the project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the project kick-off meeting.

0.3 COORDINATION MEETINGS

The CONTRACTOR's Project Manager and selected Team Members will attend Coordination Meetings and design review meetings with the COUNTY staff members to facilitate comprehensive input from the COUNTY during the critical design periods.

0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR's Project Manager and selected Team Members will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR's will support COUNTY staff in the preparation project documentation as required by the Local Assistance Engineer for compliance with the federal funding requirements. This task includes preparation of exhibits and forms outlined in the Local Assistance Procedures Manual for each project phase.

EXHIBIT A - SCOPE OF SERVICES

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1 DATA COLLECTION

The COUNTY will research records and provide the CONTRACTOR with copies of pertinent documents, including any available record plans, street plans, utility plans or proposed improvements for review and incorporation into the project documents. The COUNTY will also provide available traffic data for the roads.

1.2 GEOTECHNICAL INVESTIGATION

CONTRACTOR will prepare a geotechnical investigation report as required. The geotechnical tasks for the Carmel Valley Road / Laureles Grade Roundabout project may be extensive, with the potential for earthwork and retaining walls (see the Carmel Valley Corridor Study).

The geotechnical investigations report shall provide recommendations including but not limited to the following:

- Foundation information including size, capacity and elevations.
- Earthquake design criteria, including foundation stiffness coefficients for modeling the bridge response to seismic forces.
- Lateral earth pressures on abutment and wing walls.
- Settlement considerations.
- Earthwork.
- Geogrid reinforcement requirements for embankments.
- "R" values for design of street structural section (if required).
- Construction considerations such as de-watering and temporary slope inclination.
- Liquefaction potential.
- Soil corrosivity.

Foundation Report Scope:

- Consult with structural, and hydrological engineers regarding geogrid reinforcement for embankments.
- Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions. Information related to Caltrans Seismic design criteria (SDC v 1.4) such as depth to rock like material, etc. shall be provided.
- Prepare Final Foundation Report: Prepare detailed report including design recommendations for foundation types and footing elevations, lateral design capacities, pile foundation recommendations.
- Using the general plan as a base map, Consultant will provide log of test boring sheets.
- Design Review Consultation through final design.

Product: Final Foundation Reports
 Log of Test Boring Plan Sheets

EXHIBIT A - SCOPE OF SERVICES

1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY

CONTRACTOR will prepare an updated field survey and topographic base map.

Topographic base mapping shall be provided in AutoCAD format for use in the Project drawings. Base mapping shall include but not limited to the project site, adjacent approach roadways and the entire length of the COUNTY identified temporary low water crossing site and approaches. Information contained shall include planimetrics; indicating all surface visible physical features, 1-foot grade contours, edge of pavement, striped lane lines, trees, shrubs, fence lines, barriers, guard railing, manholes, pipe inverts, outfalls, top-of-bank, bottom-of-bank, waterline, creek center line, creek flow line, wing walls, pier walls, bridge abutments, upstream and downstream creek cross sections, roadway sections, all utility facilities and manmade features. The completed Base Map Topography shall be a 3D AutoCAD Surface. All features will be labeled and separated by layer for ease of use.

Product: Updated Field Survey and Topographic Map

1.4 UTILITY MAP AND INVESTIGATION

CONTRACTOR will prepare and provide the COUNTY with an updated utility location map in AutoCAD electronic format. All known utility features will be labeled and separated by layer for ease of use. Utility facilities that require removal, relocation, adjustment or installation will be identified within the project limits by CONTRACTOR based upon this information. It will be the responsibility of each utility owner to provide design of their facilities.

CONTRACTOR shall support the COUNTY coordinate utility facility owners with respect to relocations, removals, installations or adjustments. If roadway or bridge improvements have impacts to utility facilities, COUNTY shall be responsible for facility owner design and construction fees. CONTRACTOR shall provide any pothole surveying and excavations necessary to produce the design of the project.

Product: Utility Map

1.5 PRELIMINARY RIGHT-OF-WAY

CONTRACTOR will prepare an AutoCAD format drawing, illustrating existing public right of way record, parcel lines, easements, and street centerlines for use in developing the project drawings. The intent is to identify accurate requirements for property acquisition, dedication and/or utility easements and any temporary construction easements. CONTRACTOR will provide services for the preliminary right-of-way acquisition. This will include property line research, surveys and monumentation, and preparation of a proposed right-of-way drawing to indicate required right-of-way areas for comparison to the existing right of way information.

EXHIBIT A - SCOPE OF SERVICES

Product: Right-of-Way Acquisition/Construction Easement Plan
Right-of-Way Survey Documentation mapping

1.6 HYDRAULICS REPORT

The project could potentially alter existing drainage patterns. CONTRACTOR will prepare an updated Location Hydraulics Study, completed to Caltrans' requirements.

The hydraulics report update will include the following tasks:

- Investigate supplemental hydrology information from the County of Monterey Water Resources Agency, USGS, and Corps of Engineers for flow rate estimates.
- Prepare pre-construction and post-construction storm water generation and hydraulic analysis.

The hydrology and hydraulics task will also include coordination with the COUNTY and the Monterey County Water Resources Agency (MCWRA). The coordination will include review and analysis of project impacts to floodways and floodplain in the context of Monterey County Codes and Ordinances.

Product: Location Hydraulic Study (LHS)

1.7.E.1.c GEOLOGIC HAZARDS REPORT

CONTRACTOR shall prepare a Geologic Hazards Report that analyzes each project's potential to expose people or structures to earthquake fault rupture, strong seismic ground shaking, seismic related ground failure, and landslides. The analysis shall also examine the project's potential to cause erosion, and whether the project is located on geologically unstable soils. Design measures may be required to assure mitigation of soil or geologic hazards.

1.7.E.1.d HYDROLOGY AND WATER QUALITY IMPACTS

Construction activities may lead to water quality impacts. CONTRACTOR will provide a memorandum describing how potential water quality impacts will be minimized, including engineering controls and Best Management Practices that will be implemented in a Storm Water Pollution Prevention Plan. Any impacts identified in the Floodplains Studies will be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and project operation.

1.7.E.1.e NOISE IMPACTS

EXHIBIT A - SCOPE OF SERVICES

Construction activities will include pile driving for abutments. CONTRACTOR will provide a memorandum describing how potential noise and vibration impacts to sensitive receptors will be minimized.

1.7.E.2 CUMULATIVE IMPACTS

1.7.E.3 MEETING/HEARING ATTENDANCE

If requested by the COUNTY or Caltrans, the CONTRACTOR will attend project scoping meetings, design meetings, public hearings, regulatory agency meeting, or other meetings as requested. CONTRACTOR shall moderate a public information (scoping) meeting(s), if required.

1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

Upon completion of data gathering, investigation and analysis, an updated Preliminary Design Report and Type Selection will be prepared by CONTRACTOR. The Report shall summarize the findings and shall recommend the design and improvements for the project. Preliminary plans of all major features of the project shall be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR shall provide a preliminary cost estimate of the proposed improvements for proposed project. The Preliminary Report shall state the property acquisition requirements for the project. A Type Selection meeting will be arranged, if necessary.

35% Preliminary Plans: The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the geometry developed in the Geometric Alignment Drawing Submittal. CONTRACTOR will develop Preliminary Plans to establish fundamental elements of the design. The proposed plans for this preliminary submittal are as follows:

- Title/Index Sheet
- Typical Roadway Cross Sections
- Preliminary Roadway Alignment
- Plans and Profiles
- Preliminary Utility Plans
- Striping and Signing Plans
- Retaining Wall General Plan (Type Selection) (if necessary)
- Foundation Plan (if necessary)

35% Preliminary Construction Cost Estimates: A Preliminary Construction Cost Estimate will be prepared based on items and quantities of work shown on the Preliminary Plans

EXHIBIT A - SCOPE OF SERVICES

and other anticipated improvements. The opinion will be based upon current market unit costs, the magnitude of the quantities, experience with similar local projects and the engineer's judgment.

Product: Plan Set Drawings (11" x 17" plots)
35% Level Construction Cost Estimate
Preliminary Reports and Studies noted above

EXHIBIT A - SCOPE OF SERVICES

PHASE II: FINAL DESIGN

Based on the approved Preliminary Design Report, Construction Documents will be prepared by CONTRACTOR. The Construction Documents package will include specifications and construction plans and will conform to Monterey County's and Caltrans' Standards and Federal requirements. Final design calculations and a final construction cost estimate will also be prepared and submitted for COUNTY staff review.

CONTRACTOR will coordinate and incorporate any utility agency's future needs, if any, in the project as directed by the COUNTY. The CONTRACTOR will design all channel transitions or alterations that maybe required and will design all street transitions to the roundabout or natural drainage courses.

Design Criteria:

Caltrans Design Manuals

Utility Relocation: The COUNTY will provide communication and coordination with the utility companies during the preliminary and final design process. CONTRACTOR will coordinate the relocation and protection of the existing utilities for the project based on the information obtained from the COUNTY and various affected utilities. CONTRACTOR will also provide adequate openings for the utilities in the project. It will be the responsibility of each utility owner to provide a design of their facility.

Demolition, water pollution control measures, traffic detours, traffic handling plans, and project signing will be developed by the CONTRACTOR, as well as roadway embankment protection (rock slope protection) details.

Plan Sheets and Details:

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible civil engineer or structural engineer (registered in the state of California) in charge of the design, in accordance with the Caltrans Local Programs Manual.

The proposed plan sheets for the construction documents are as follows:

- Title Sheet, Legend and Notes
- Clearing and Fencing Plan
- Typical Cross Sections
- Roadway Improvement Plans
- Profile and Superelevation Diagram

EXHIBIT A - SCOPE OF SERVICES

- Utility and Drainage
- Plans and Profiles
- Construction Details
- Traffic Handling and Construction Area Signs
- Signing and Striping Plans
- Retaining Wall General Plan (if necessary)
- Foundation Plan (if necessary)
- Abutment Layout (if necessary)
- Abutment Details (if necessary)
- Typical Section (if necessary)
- Precast Concrete Slab Details (if necessary)
- Log of Test Borings

Three submittals will be made during the preparation of the Construction Documents as follows:

- When the documents are 65% complete;
- When the documents are 95% complete;
- When the final documents are complete.

Each submittal will incorporate the review comments from the previous submittal of the COUNTY as well as those of all other reviewing agencies.

2.1 UNCHECKED DESIGN SUBMITTAL (65% PS&E)

65% Complete Plans

Based on comments received from the Preliminary Design Submittal, the CONTRACTOR shall advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR shall work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

65% Complete Specifications

CONTRACTOR shall prepare a draft of the technical specifications sections to be included in the final project specifications will be identified in this submittal. The technical specifications will reference County of Caltrans standard specifications sections for the various items of work, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the contract.

65% Construction Cost Estimate

The Preliminary Estimate of Construction Cost shall be updated by the CONTRACTOR to reflect the design refinements indicated in the 65% Design Submittal.

EXHIBIT A - SCOPE OF SERVICES

Memorandum: Response to Comments

The CONTRACTOR shall prepare and submit a memo with "response to comments" received from the Preliminary Design Submittal.

65% Deliverables:

This task will consist of the following deliverables:

- 6 - Plan Set Drawings (11" x 17" plots)
- 6 - 65% Level Opinion of Probable Construction Cost (8 1/2" x 11")
- 6 - Unchecked Specifications (8 1/2"x 11")
- 6 - Response to 35% Comments Memo

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

95% Complete Design Plans

CONTRACTOR shall prepare Checked Plans and submit to the COUNTY, the utility companies and other agencies for final review and comment. Agencies shall thoroughly review the details of the project. The design team will work with the COUNTY and other agencies to resolve any conflicts between the comments of different reviewers.

95% Complete Specifications

CONTRACTOR shall update the technical specifications using County and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

95% Level Construction Cost Estimate

The Estimate of Construction Cost will be updated for use in the Bid Documents using standard County and/or Caltrans items.

Quality Assurance Review

An internal quality assurance review of the plans, specifications, and estimate will be conducted concurrently with review of the 65% Submittal by the COUNTY and other agencies. CONTRACTOR's quality assurance program shall provide for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of the review will be to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

Memorandum: Response to Comments

The CONTRACTOR will prepare and submit a memo with "response to comments" received from the 65% Design Submittal.

95% Deliverables:

This task will consist of the following deliverables:

EXHIBIT A - SCOPE OF SERVICES

- 6 - Plan Set Drawings (11" x 17" plots)
- 6 - 95% Level Opinion of Probable Construction Costs (8 1/2" x 11")
- 6 - Specifications (8 1/2" x 11")
- 6 - Response to 65% Comments Memo

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

100% Final Plans

After agency review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the County's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

Memorandum: Response to Comments

The CONTRACTOR will prepare and submit a memo with "response to comments" received from the 95% Design Submittal.

Bid Documents

After COUNTY review of the 100% Final Submittal, any minor final revisions will be incorporated and 6 sets of Completed Contract Documents will be prepared in accordance with the County's instructions. Final bid documents will be submitted for signature.

100% Deliverables:

This task will consist of the following deliverables:

- A set of Plans at reduced scale (11" x 17") signed and dated.
- A full size set of plans (24" x 36") printed on mylar or vellum paper signed and dated.
- Three (3) full size copies of the Complete Bid Set Drawings
- A loose set of final signed specifications.
- A final Engineers Estimate of the Construction Contract.
- CD archive of project electronic files including PDF of each plan sheet and AutoCAD files.

2.4 SCHEDULE

The duration of the Phase II-Final Designs tasks will vary for each project, but generally the duration of the CONTRACTOR task's and COUNTY reviews are estimated as follows:

35% PSE Submittal – Prelim. Design and Type Selection:	2-3 Month
County Review of 35% Submittal:	2-3 Weeks
65% PS&E Submittal - Unchecked Design:	5-6 Months
County Review of 65% Submittal:	4 Weeks
95% PS&E Submittal - Checked Design:	3-5 Months

EXHIBIT A - SCOPE OF SERVICES

County Review of 95% Submittal:	4 weeks
100% PS &E Submittal - Final Design:	1-2 Month

2.5 RIGHT-OF-WAY ACQUISITION SERVICES (If Required)

The CONTRACTOR will obtain and review title reports for the required acquisitions/easements for those projects requiring additional easements. Based on the review of the title reports, the CONTRACTOR will perform additional surveys to determine existing property lines, as needed. This Information will be shown on the Record of Survey map. CONTRACTOR shall prepare a Record of Survey map to show the new rights-of-way and areas of existing rights-of-way. The CONTRACTOR will set right-of-way monuments.

The County or its agent will contact the property owners for the purpose of acquiring property rights to accommodate construction.

Product: Record of Survey Maps
Monumentation in field

2.55 LEGAL DESCRIPTIONS AND EXHIBITS

CONTRACTOR will prepare legal descriptions and exhibits for up to six (6) right-of-way acquisitions/construction easements for the County to use in acquisition negotiations for each project. CONTRACTOR will obtain the required title reports for the acquisitions/easements under consideration.

Product: Legal Descriptions and Exhibits

2.6 BIDDING PERIOD SERVICES

During the bidding period, the CONTRACTOR will prepare responses to any questions regarding the contract documents.

WORK NOT INCLUDED

This proposal does not include tasks identified as not included in the scope of work:

- Slope protection plans except as required to protect existing foundations.
- Landscaping and street lighting design.

EXHIBIT A - SCOPE OF SERVICES

- Feasibility or planning studies for future channel flood control improvement.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Construction contract administration

MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY

- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

WORK PERFORMED BY THE COUNTY

The County will perform tasks as identified in the above scope of work and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and bidding administration
- Process right of entry requests for surveying and subsurface exploration