

# MONTEREY COUNTY

## RESOURCE MANAGEMENT AGENCY

Benny J. Young, Director

Carl P. Holm, AICP, Deputy Director



Michael A. Rodriguez, C.B.O., Chief Building Official

Michael Novo, AICP, Director of Planning

Robert K. Murdoch, P.E., Director of Public Works

168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

August 19, 2013

### REQUEST FOR PROPOSAL #10446

**CONSULTING ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE  
PRELIMINARY AND FINAL DESIGN, ENVIRONMENTAL REVIEW, AND PERMITTING  
FOR THE PLANNED CARMEL VALLEY ROAD CORPORATION YARD PROJECT**

### 1.0 INTENT

- 1.1 The County of Monterey Resource Management Agency-Department of Public Works, hereinafter referred to as "COUNTY," wishes to retain the services of a qualified and experienced consulting firm, hereinafter referred to as "CONTRACTOR", to provide a variety of tasks related to the preliminary design, obtain environmental clearance and land use permits, and bidding process for planned construction of a road maintenance corporation facility on a portion of property leased from the Monterey County Regional Fire Protection District located at 8455 Carmel Valley Road (APN 169-061-014).
- 1.2 This solicitation is intended to result in a single, exclusive AGREEMENT.

### 2.0 BACKGROUND

- 2.1 The project will include:
  - A 24'x60' modular office building (no foundation)
  - A 30'x100' prefabricated metal garage structure set on a concrete slab foundation. The building shall include a 60'-wide bay with roll-up doors to park up to six pick-up trucks, and a 40'-wide, open-fronted bay with three concrete material storage bunkers.
  - A 7'x13' above-ground fuel distribution facility
  - A 20'x50' automated vehicle wash rack on a concrete slab foundation
- 2.2 There is an existing on-site septic tank that will be incorporated into and used by the project.
- 2.3 There are two large existing oak trees near the center of the site. These trees must be protected and remain alive and in good condition throughout and after the development of the site.
- 2.4 The project site fronts on Carmel Valley Road. The site is located in the area governed by the Carmel Valley Master Plan (a document contained in the County General Plan). The design of the project must comply with all applicable land use policies and restrictions contained in that Plan.

### 3.0 SUBMITTAL OF PROPOSALS

- 3.1 One (1) original and three (3) copies of completed Proposal shall be submitted to the Monterey County Resource Management Agency-Department of Public Works **no later than 4:00 p.m. local time, Tuesday, September 10, 2013.** Proposals will not be accepted after this deadline. Hand-deliver or mail Proposals to:

G.H. NICHOLS, PE  
CIVIL ENGINEER-SPECIAL PROJECTS  
c/o COUNTY OF MONTEREY RMA-PUBLIC WORKS  
168 W ALISAL ST FL2  
SALINAS CA 93901-2438

#### 4.0 COUNTY POINT OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to the Primary County Contact with a copy to the Processing Coordinator listed below:

Primary County Contact: G.H. 'NICK' NICHOLS, PE  
CIVIL ENGINEER – SPECIAL PROJECTS  
RESOURCE MANAGEMENT AGENCY  
168 W ALISAL ST FL2  
SALINAS CA 93901-2438  
[NicholsN@co.monterey.ca.us](mailto:NicholsN@co.monterey.ca.us)

AND e-mail copy to: Processing Coordinator ([hickmanr@co.monterey.ca.us](mailto:hickmanr@co.monterey.ca.us))

- 4.2 All questions regarding this solicitation shall be submitted **in writing** (E-mail/Facsimile acceptable). The questions will be researched and answers posted to the COUNTY Project Page: [www.co.monterey.ca.us/publicworks/bids](http://www.co.monterey.ca.us/publicworks/bids) as soon as they are available. No questions will be accepted within 72 hours of the proposal submittal deadline.
- 4.3 Only answers to questions communicated by formal written addenda will be binding.
- 4.4 Prospective CONTRACTOR shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the Primary County Contact listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of CONTRACTOR.**

#### 5.0 SCOPE OF WORK

- 5.1 The consulting design services to be provided shall include, but may not be limited to:
- Topographic survey of the site for design, environmental review, and permit purposes. This shall include location of existing property boundaries and utilities on and adjacent to the property.
  - Report by a consulting arborist to determine the required site design constraints to ensure protection and survival of the two large existing oak trees.
  - Geotechnical investigation to the degree required to determine if there are any potential soil contamination issues, and design parameters for wall/fence footings, building or structure foundations, and pavement.
  - Preliminary ("pre-CEQA") design, including site layout, building & facility footprints, drainage (on-site retention & disposal required), utility demands, driveways, frontage improvements, fences, gates, and on & off-site landscaping.
  - Project Description to be used for CEQA analysis and permit applications.
  - CEQA analysis and review (IS/ND)
  - Assistance to COUNTY staff in preparation, submittal, and processing an application to the County Planning Department for a land Development Permit, including reviews by Planning Department staff, the Carmel Valley Land Use Advisory Committee (LUAC), and the Planning Commission.

- Final design. This shall include all required submittals to the Planning Department necessary to document compliance with all Conditions of Approval as may be required by the Planning Commission.
- Plans, specifications, and bid documents sufficient to allow approval by the Board of Supervisors and advertising for bids.
- Assistance to COUNTY staff in preparation, submittal, and processing applications for utility services, including water, electrical, and telephone.
- Assistance to COUNTY staff in preparation, submittal, and processing an application to the County Building Services Department for a Grading and Building Permit.
- Assistance during the bidding process sufficient to respond to questions from potential bidders and prepare any required addenda.
- Design services during construction.

## 6.0 CONTRACT TERM

- 6.1 The term of AGREEMENT will be for a period of two (2) years with option to renew for two additional one (1) year periods. County is not required to state a reason if it elects not to renew.
- 6.2 If AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of AGREEMENT. Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 AGREEMENT shall contain a clause that provides that COUNTY reserves the right to cancel AGREEMENT, or any extension of AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 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.

## 8.0 PROPOSAL REQUIREMENTS

- 8.1 **CONTENT AND LAYOUT:** CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information:

### Section 1, Requirements:

- **Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:
  - **Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.
  - **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.
- **Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation): Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in **BLUE** ink. All prices and notations must be typed or written in **BLUE** ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in **BLUE** ink by the person signing the proposal.

- **Table of Contents**

**Section 2, Pre-Qualifications/Licensing Requirements:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements, if required.

**Section 3, Project Experience & References:**

- **Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.
- **Experience & References:** At least three references from public jurisdictions for which successful work of this type and scope has been performed.

**Section 4, Environmentally Friendly Practices:**

- CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to COUNTY's Climate-Friendly Purchasing Policy (*Reference: [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm)*).
- CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

**Section 5, Pricing, Warranty & Samples:**

- CONTRACTOR shall complete and submit pricing IN A SEPARATE, SEALED ENVELOPE to be opened only in the event an award is made, and only the awarded CONTRACTOR's pricing shall be opened.
- **Warranty:** CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, CONTRACTOR shall promptly remedy all defects without cost to COUNTY that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

**Section 6, Exceptions:** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY RFP#10446" 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.

**Section 7, Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 8.2 ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals or qualifications packages shall adhere to the following:
- 8.2.1 Four (4) sets of the proposal or qualifications package (one original proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to the project title. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by COUNTY at its discretion.
  - 8.2.2 Proposals or qualifications packages shall be prepared on 8-1/2x11" paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold-out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
  - 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
  - 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
  - 8.2.5 To validate your proposal or qualifications package, **submit SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors

may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at top of the page.

#### 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **RFP # AND TITLE and CONTRACTOR's COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to COUNTY at the mailing address of Primary Contact of this solicitation.
- 9.3 **Due Date:** Proposal or qualifications packages must be received by COUNTY on or before the time and date specified, at the location and to the Primary Contact specified in this solicitation. It is the sole responsibility of CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. COUNTY reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or 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 proposal or qualifications package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 9.6 **Ownership:** All submittals in response to this solicitation become the property of COUNTY. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 9.7 **Compliance:** Proposal packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

#### 10.0 SELECTION CRITERIA

- 10.1 **CONTRACTOR selection and subsequent contract award(s)** will be based on criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for COUNTY to easily evaluate proposals with respect to the selection criteria.

Absence of required information may cause Proposal to be deemed non-responsive and may be cause for rejection.

Selection criteria include, but are not limited to, the following:

- Demonstrated understanding of the services and work products required and quality and thoroughness of the proposal.
- Demonstrated knowledge and experience planning and designing projects similar in scope to that described herein for other public agencies in the state of California.
- Professional qualifications of the firm's personnel designated for this Project. (The County is not necessarily interested in the firm's history of successful Projects, but in the background and ability of the people working on our job.)
- Demonstrated experience and success of the designated personnel on similar projects for public agencies, hopefully involving the same kinds of issues and constraints as the proposed Project.
- References from other public agencies who have hired the consultant to develop similar services or projects.
- Demonstrated ability and commitment to achieve the scope of work in the required budget and schedule.
- Competitive pricing most favorable to the COUNTY
- Client References.
- Acceptance of COUNTY Terms & Conditions.
- Implementation Schedule and Reporting Capabilities.
- Compliance of specifications listed in the Scope of Work.
- Green Compliance.

10.2 AGREEMENT award(s) will not be based on cost alone.

10.3 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford COUNTY an opportunity to inspect CONTRACTOR's equipment prior to award of the agreement.

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

#### 11.0 PREFERENCE FOR LOCAL CONTRACTORS

11.1 General Requirements - Each local CONTRACTOR providing goods, supplies, or services funded in whole or in part by COUNTY funds, or funds which COUNTY expends or administers, shall be eligible for a local preference as provided in this section.

11.2 "Local Contractor" Defined - For the purpose of this section, the term "Local Contractor" shall mean a business or resident doing business as a Contractor in Monterey County, San Benito County, or Santa Cruz County for not less than the past **five (5)** consecutive years.

#### 12.0 CONTRACT AWARDS

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

12.2 Board of Supervisors: Award(s) made from this solicitation may be subject to approval by COUNTY's Board of Supervisors.

12.3 Interview: COUNTY reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are 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: Notice of COUNTY's final selection will be posted to COUNTY website project page: [www.co.monterey.ca.us/publicworks/bids](http://www.co.monterey.ca.us/publicworks/bids).

12.6 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.

**13.0 SEQUENTIAL CONTRACT NEGOTIATIONS**

- 13.1 COUNTY will pursue contract 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 contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract 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.

**14.0 AGREEMENT TO TERMS AND CONDITIONS**

- 14.1 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 County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. COUNTY may, but is not required to, consider including language from CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR's proposal.

**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.

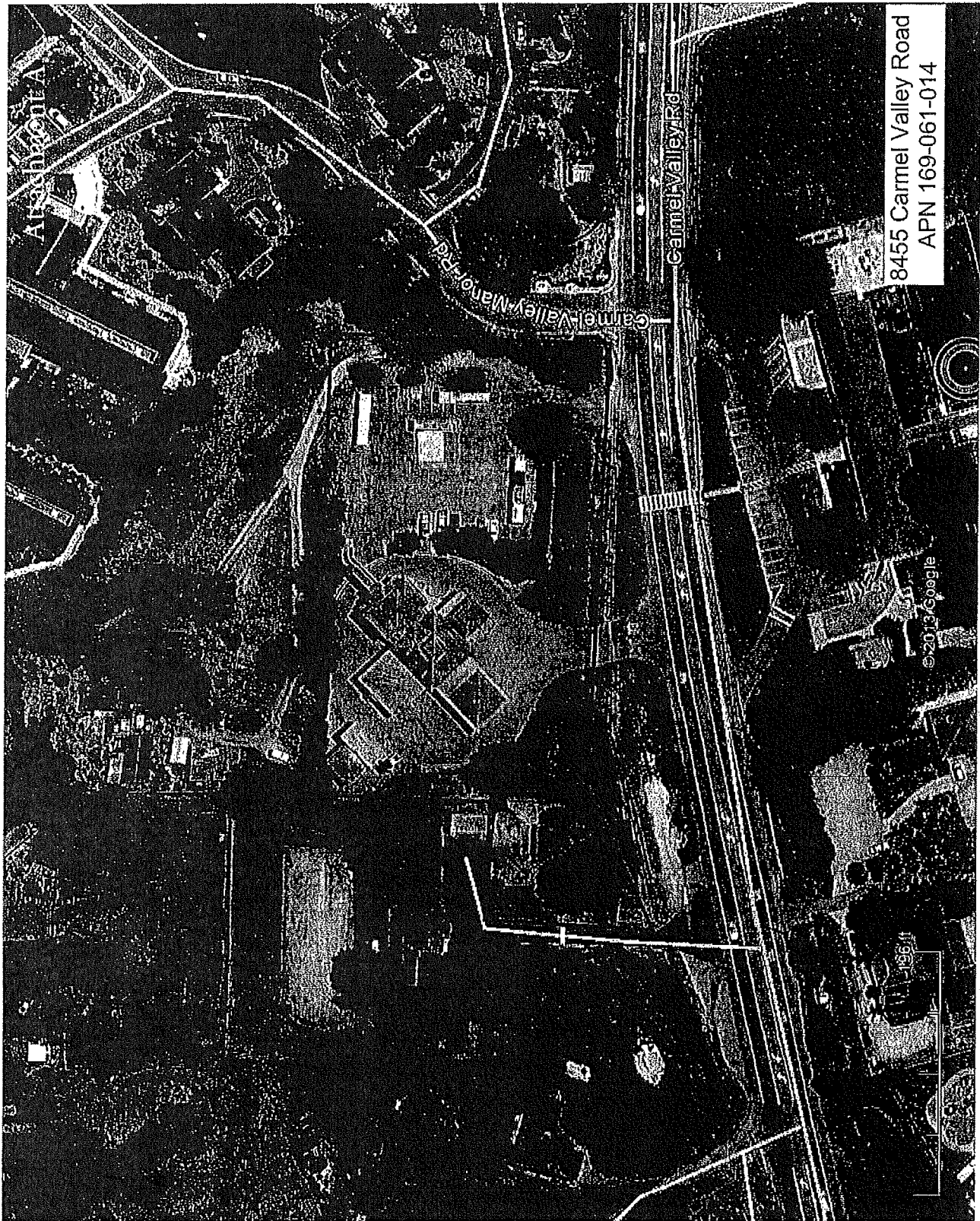
**16.0 RIGHTS TO PERTINENT MATERIALS**

- 16.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by 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.

**ATTACHMENTS**

- A. *Vicinity Map*
- B. *County of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers, and Design Professionals (Less than \$100,000) Template*
- C. *Signature Page*
- D. *Local Declaration Form*





8455 Carmel Valley Road  
APN 169-061-014



Attachment B

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(\$100,000 AND LESS)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

\_\_\_\_\_  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:

Provide \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ \_\_\_\_\_.

3. **TERM OF AGREEMENT.** The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A    Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this

Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## 8. INDEMNIFICATION.

8.01 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.

8.02 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.

8.03 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.

## 9. INSURANCE.

### 9.01 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.

### 9.02 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.

### 9.03 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.

☐ Modification (Justification attached; subject to 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 \$500,000 per occurrence.

☐ Modification (Justification attached; subject to 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.

☐ Modification (Justification attached; subject to 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.

☐ Modification (Justification attached; subject to approval).

9.04. Other Insurance 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 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 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 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.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	Name and Title
Address	Address
Phone	Phone



**15. MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*This space left blank intentionally*

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or  
Vice-President)\*

\_\_\_\_\_  
Name and Title

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required only if changes are made to the standard provisions of the PSA.

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## SIGNATURE PAGE

Attachment C

**RFP #: 10446**

ISSUE DATE: AUGUST 20, 2013

RFP TITLE: **ARCHITECTURAL & ENGINEERING SERVICES – PLANNED  
CORPORATION FACILITY IN CARMEL VALLEY (APN 169-061-014)****PROPOSAL DEADLINE: SEPTEMBER 10, 2013 4:00 p.m.**CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL  
(1 Original and 3 Copies)

- ☐ All required content as defined per Section 8.0 herein  
Signature Page must be included with submittal to validate your proposal.  
*Proposals submitted without this page will be deemed non-responsive.*
- ☐ Check her if you have any exceptions to this solicitation.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business  
Telephone Area Code \_\_\_\_\_ Number: \_\_\_\_\_

Facsimile Area Code \_\_\_\_\_ Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

License No. if applicable: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Classification if applicable: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## LOCAL DECLARATION FORM

Attachment D

RFP #: 10446

RFP TITLE: ARCHITECTURAL & ENGINEERING SERVICES  
PLANNED CORPORATION FACILITY IN CARMEL VALLEY (APN 169-061-014)

## COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy," adopted by the Monterey County Board of Supervisors on August 28, 2012, must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy. Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

***Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County's Local Preference Policy for the procurement in question.***

Business Legal

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

DBA Name  
(if any): \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Printed Name	Authorized
Authorized	Representative
Representative: _____	Title: _____

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Business		
Telephone	Area Code _____	Number: _____

Facsimile	Area Code _____	Number: _____
-----------	-----------------	---------------

E-mail: \_\_\_\_\_

**This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.**

# MONTEREY COUNTY

## RESOURCE MANAGEMENT AGENCY

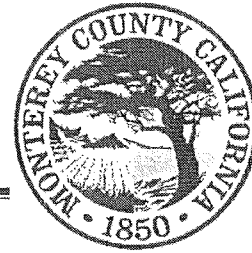
Benny J. Young, Director

Carl P. Holm, AICP, Deputy Director

Michael A. Rodriguez, C.B.O., Chief Building Official

Michael Novo, AICP, Director of Planning

Robert K. Murdoch, P.E., Director of Public Works



168 W. Alisal Street, 2nd Floor  
Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

### ADDENDUM NO. 01

DATE: AUGUST 29, 2013

TO THE RFP 10446 FOR:

CONSULTING ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE  
PRELIMINARY AND FINAL DESIGN, ENVIRONMENTAL REVIEW, AND PERMITTING  
FOR THE PLANNED CARMEL VALLEY ROAD CORPORATION YARD PROJECT

TO: ALL INTERESTED PARTIES/BIDDERS:

THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO QUESTIONS RECEIVED TO DATE:

#### QUESTIONS RECEIVED & ANSWERS:

1. Is this pricing for our standard hourly rates, or for the particular scope outlined in Part 5.0?  
The price requested is for the specific project scope outlined in the RFP.
2. The map included is not clear as to the location of the work on the property.  
The location of the work is on the westerly end of the Fire District's property. The project site is shown on p.1 of the "Site Map-Prelim Lease Boundary" posted on the DPW website RFP project page.
3. Will there be a guided site visit to determine the exact area of the work?  
We do not plan a pre-submittal site tour.

Addendum 01 Acknowledgment (*This Acknowledgment page must be included in bid package*):

Dated \_\_\_\_\_, 2013

Bidder's Business Name \_\_\_\_\_

By

Bidder's Signature \_\_\_\_\_

Bidder's Name (Print) \_\_\_\_\_

Bidder's Title (Print) \_\_\_\_\_

APPROVED FOR POSTING

G. H. Nichols, P.E., Project Manager

END OF ADDENDUM 01



# MONTEREY COUNTY

## RESOURCE MANAGEMENT AGENCY

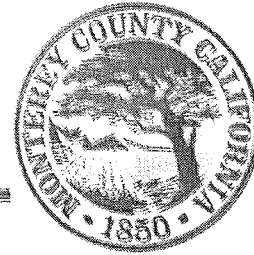
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Carl P. Holm, AICP, Deputy Director

Michael A. Rodriguez, C.B.O., Chief Building Official

Michael Novo, AICP, Director of Planning

Robert K. Murdoch, P.E., Director of Public Works



168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

### ADDENDUM NO. 02

DATE: SEPTEMBER 3, 2013

TO THE RFP 10446 FOR:

CONSULTING ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE PRELIMINARY AND FINAL DESIGN, ENVIRONMENTAL REVIEW, AND PERMITTING FOR THE PLANNED CARMEL VALLEY ROAD CORPORATION YARD PROJECT

TO: ALL INTERESTED PARTIES/BIDDERS:

THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO QUESTIONS RECEIVED AFTER THE ISSUANCE OF ADDENDUM 01 TO DATE:

### QUESTIONS RECEIVED & ANSWERS:

- Regarding the geotechnical investigation including determination of potential soil contamination issues, I'm receiving scopes of work that will produce a Phase 1 Environmental Site Assessment only. Is this what is expected in the RFP?  
Yes.
- Section 5.1 of RFP #10446 has a bullet point stating "CEQ analysis and review (IS/ND)". Can you please describe in greater detail what is expected of the CONTRACTOR for this item?  
Prepare Administrative Draft Initial Study/Mitigated Negative Declaration for County review. All areas of the latest CEQA Guidelines Checklist shall be addressed.  
Project Description. Define all aspects of the project, including planning, engineering details, limits of construction, affected properties, phasing if any, schedule and anticipated permitting actions.  
Biological Resources. Identify any biological resources on or adjacent to the site. If wetlands or biologically sensitive resources may be impacted or altered by the project, Consultant shall document the necessary permit requirements and/or mitigation measures required to fully mitigate for the project. Consultant shall also conduct early consultation with DFG, USACOE and RWQCB if necessary to identify if these state resource agencies have any specific comments or concerns prior to completing the environmental document.  
Hazards and Hazardous Materials. Prepare geotechnical and Phase I and II environmental site assessments as necessary. The findings of these studies and remediation strategies for any surface or subsurface contamination within the project area shall be documented in the Initial Study based on these reports. Impacts shall be considered significant only if the project itself will expose contaminated soils or otherwise expose people to hazardous conditions.  
Hydrology and Water Quality. Existing surface drainage patterns, water quality and drainage facilities shall be documented. Changes to hydrology and water quality within the project area shall be assessed based on the post-project condition. Similarly, the quality of discharged water compared to existing runoff quality shall be discussed. Any design features included in the project, such as oil separators and outflow structures designed to improve water quality, shall be discussed in terms of their effectiveness to reduce impacts to a less than significant level. Consultant shall consult with Monterey County Water Resources Agency and Monterey County Environmental Health Division to ensure the analysis addresses the concerns of these agencies.  
Traffic and Circulation. Construction of the improvements may result in temporary impacts to traffic on Carmel

Valley Road. A construction and traffic management plan will be required to ensure continued access to and operation of existing activities on adjacent properties, including schools and Fire District. These management techniques shall be documented for the Initial Study.

Other Sections. All other sections of the IS/MND shall be addressed. For any issue areas where impacts will be less than significant, have no impact, or result in beneficial impacts, a reasoned discussion for each topic shall be provided for each conclusion.

Public Review Draft IS/MND. Upon receiving comments from County staff on the administrative draft CEQA document, Consultant shall incorporate comments and edits, and prepare document for public review. Consultant shall provide up to thirty (30) hard copies and twenty (20) CD versions of the IS/ MND and any appendices.

Final IS/MND. Following 30-day public review and circulation of the CEQA document, Consultant shall receive, review and respond to any significant environmental issues raised by the public or responsible agencies. Any resulting changes to the CEQA document shall be made or clarified. The Final IS/MND shall constitute the final CEQA document for consideration by County decision-makers in approving the project and authorizing the assessment district.

Noticing, Meetings, Hearings and Project Management. This task shall include all work effort outside of and in addition to preparing the analysis documents. Consultant shall prepare the Notice of Intent to Adopt a Negative Declaration, Notice of Completion and Notice of Determination. Consultant shall attend up to three (3) meetings and hearings through project approval. Consultant shall provide up to fifteen (15) hours of project management time, consisting primarily of communications and coordination between Consultant and the County.

Permit Assistance. In the event that any project action requires state or federal regulatory permits as may be required by USACOE, RWQCB or CDFG, Consultant shall assist the County to define the permit, permit requirements and supporting studies, and outline a strategy plan for obtaining said permits. Permit requirements shall be identified as early as possible in the process to maintain the project schedule.

3. I have a question in regards to the RFP for Consultant A/E Services for Planned Carmel Valley Road Corporation Yard Project. "Attachment B" is a sample agreement for professional services with Surveyors, Engineers, and design professionals (\$100,000 or less). Is \$100,000 or less the design fee expectations of Monterey County? If not, is it possible to see a sample agreement that does not have the \$100,000 or less limit for our review?

Templates for Consultant agreements may be viewed at <http://www.co.monterey.ca.us/admin/psa.htm>.

**Addendum 02 Acknowledgment (This Acknowledgment page must be included in bid package):**

Dated \_\_\_\_\_, 2013

Bidder's Business Name \_\_\_\_\_

By

Bidder's Signature \_\_\_\_\_

Bidder's Name (Print) \_\_\_\_\_

Bidder's Title (Print) \_\_\_\_\_

APPROVED FOR POSTING

G. H. Nichols, P.E., Project Manager

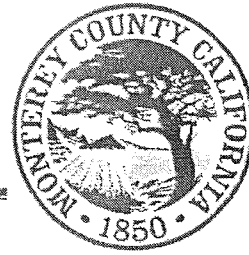
END OF ADDENDUM 02

# MONTEREY COUNTY

## RESOURCE MANAGEMENT AGENCY

Benny J. Young, Director  
 Carl P. Holm, AICP, Deputy Director

Michael A. Rodriguez, C.B.O., Chief Building Official  
 Michael Novo, AICP, Director of Planning  
 Robert K. Murdoch, P.E., Director of Public Works



168 W. Alisal Street, 2<sup>nd</sup> Floor  
 Salinas, CA 93901  
<http://www.co.monterey.ca.us/rma>

### ADDENDUM NO. 03

DATE: SEPTEMBER 9, 2013

#### REQUEST FOR PROPOSALS FOR:

RFP 10446 CONSULTING ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE PRELIMINARY AND FINAL DESIGN, ENVIRONMENTAL REVIEW, AND PERMITTING FOR THE PLANNED CARMEL VALLEY ROAD CORPORATION YARD PROJECT

TO: ALL PLANHOLDERS/INTERESTED PARTIES

THIS ADDENDUM IS ISSUED TO ADVISE OF THE FOLLOWING CHANGES TO THE PROJECT MANUAL/SPECIFICATIONS, PRESCRIBED FORMS, AND/OR DRAWINGS AND TO PROVIDE ANSWERS TO QUESTIONS RECEIVED:

#### PROJECT MANUAL AND DRAWINGS:

Additional information for interested parties is provided herewith:

REVISED DEADLINE FOR RFP SUBMITTAL: THE DEADLINE FOR SUBMITTAL OF RFPs HAS BEEN EXTENDED TO 4:00 p.m. on SEPTEMBER 12, 2013.

#### QUESTIONS RECEIVED & ANSWERS:

1. Please explain the relevancy and how this is to be applied to the Carmel Valley Road Corp Yard Project RFP: Second bulleted point under Section 5: Pricing, Warranty & Samples, "Warranty," on page 4 of RFP.

The referenced requirement is located in RFP Section 8.0 Proposal Requirements, Paragraph 8.1 Content and Layout, Section 5 Pricing Warranty, & Samples, second bullet Warranty, and states, "*Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, CONTRACTOR shall promptly remedy all defects without cost to COUNTY that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.*" Since the services requested under this RFP relate to architectural and engineering design services, and no materials are to be provided or construction performed by the consultant, this requirement does not apply to this requested proposal.

2. Geotechnical investigation scope, specifically the reference to "potential soil contamination issues": does the County have information leading it to suspect the presence of soil contamination? If so, what specific kind of contamination? Is it the County's expectation of the consultant to assess the entire site for soil contamination, or just specific areas?  
 The County has no information relating to the suspected presence or non-presence of soil contamination. The site previously had a residence and garage which were burned, demolished, and removed by the Fire

District. The requested scope of service is to assess and verify whether or not there is any contamination on the site that must be remediated prior to re-development, to recommend the extent of remediation required, if any, and to assist the County to request and obtain a certification of "No Further Action Required" from the County Environmental Health Bureau.

3. Regarding the Modular Office building, Fuel Distribution facility and the Vehicle Wash racks: Will these items be included in the construction contract or will the County be purchasing these outside of the Contract and including the installation under the Contract? Will the modular office building arrive built-out by the manufacturer to suit County needs? Will the modular office building require any retrofitting or tenant improvement design or construction under the consultant's agreement or contractor's scope? Do you have selected or preferred suppliers for any or all of these and if so, can you let us know the manufacturer and model or type anticipated and if possible cut sheets showing the equip specs and infrastructure demands. Will all these be new?

It is presently intended that these items would be included in the construction contract to be let by the County. However, part of the concept design process will be for the consultant to assist the County to determine whether or not all these facilities can be physically fit on the site, whether there is sufficient budget to afford all these items, and the most advantageous method for procurement. It is anticipated the proposed modular office building will be constructed new, and built-out to the County's design. It is not anticipated the modular office building will require any retrofitting or improvements after delivery. The County does not have any selected or preferred suppliers for these facilities. It is presently anticipated that all these facilities will be constructed new.

Addendum 03 Acknowledgment (*This Acknowledgment page must be included in bid package*):

Dated SEPTEMBER \_\_\_\_\_, 2013

Bidder's Business Name \_\_\_\_\_

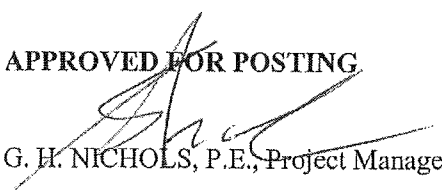
By

Bidder's Signature \_\_\_\_\_

Bidder's Name (Print) \_\_\_\_\_

Bidder's Title (Print) \_\_\_\_\_

APPROVED FOR POSTING

  
G. H. NICHOLS, P.E., Project Manager

END OF ADDENDUM 03