#### ATTACHMENT C



# COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS & FACILITIES

168 WEST ALISAL STREET, 2<sup>ND</sup> FLOOR SALINAS, CA 93901-2438

(831) 755-4800

#### REQUEST FOR PROPOSALS (RFP) # 1145

# TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR COUNTYWIDE ROADWAY SAFETY SIGNING AND STRIPING AUDIT PROJECT NO. 1145 FEDERAL PROJECT NO. HSIPL-5944(127) LOCATED IN MONTEREY COUNTY, CALIFORNIA

Proposals Due: 3:00 p.m. PST, Tuesday, November 29, 2016

APPROVED AS TO FORM	
MARY GRACE PERRY	 Date
DEPUTY COUNTY COUNSEL	Date

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#### 1.0 INTENT

- 1.1 The County of Monterey Public Works Department, hereinafter referred to as "COUNTY", is soliciting proposals from qualified firms, hereinafter referred to as "CONTRACTOR", to provide Professional Engineering Services for the Countywide Roadway Signing and Striping Audit project, located in Monterey County, California. Interested CONTRACTOR(s) are to submit their proposals per this Request for Proposals (RFP) #1145.
- 1.2 The scope of work, in general, shall include the full range of professional civil engineering services required to conduct a Roadway Safety Signing and Striping Audit. The services provided shall provide all required engineering services and technical expertise in order to generate all necessary documents needed to conduct a Roadway Safety Signing and Striping Audit on approximately 250 miles of county roads. Based on the audit findings, replace or relocate existing signs, install new signs, and replace existing striping with Caltrans Striping Detail 22 where warranted.
- 1.3 This RFP process is intended to meet the requirement outlined in the "One-Step Method" outlined in Chapter 10 of the Caltrans Local Procedures Manual.
- 1.4 This solicitation is intended for a single, exclusive PROFESSIONAL SERVICE AGREEMENT (PSA).

#### 2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 Interested CONTRACTORS must meet ALL of the following qualification requirements in order to be considered by COUNTY:
  - 2.1.1 CONTRACTOR shall be a licensed Traffic Engineer in the State of California.
  - 2.1.2 CONTRACTOR'S project manager shall have a minimum of five (5) years specializing in transportation/traffic safety (relevant to this RFP) and environmental documentation 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 of 1990 (ADA).

#### 3.0 BACKGROUND

- 3.1 The COUNTY is located on the Central Coast of California, approximately 120 miles south of San Francisco. The COUNTY is approximately 3,350 square miles.
- 3.2 Below is a brief description of the project.

Countywide Roadway Signing and Striping Audit Project: The project proposes to look at intersection control and warning signage on the selected roadways (see Section 6.15.2), as well as the existing passing zones to determine if they should be modified by closing off all or portions of them.

3.3 The project is funded by a Highway Safety Improvement Program (HSIP) federal grant.

#### 4.0 CALENDAR OF EVENTS

Release RFP Tuesday, October 25, 20	, 2016
Deadline for Written Question 3: 00 p.m., PST, Friday, November 4, 20	, 2016
Posted Response to Written Questions 5:00 p.m., PST, Tuesday, November 15, 20	, 2016
Proposal Package Submittal Deadline 3:00 p.m. PST, Tuesday, November 29, 20	), 2016
Estimated Notification of Selection December 20	r 2016
Estimated AGREEMENT Date  January 20	y 2016
Estimated start of construction activities February 20	y 2017

4.8 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 CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the COUNTY of their mailing information or by regularly checking the COUNTY's Solicitation Center web page at <a href="http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works/project-announcements-notices">http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works/project-announcements-notices</a> Addenda will be posted on the website the day the Addenda is released.

#### 5.0 COUNTY POINT OF CONTACTS

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

Ogarita Carranza, Management Analyst II Monterey County RMA-Public Works & Facilities 168 W. Alisal Street, 2<sup>nd</sup> Floor Salinas, CA 93901-2439

Phone: (831) 755-5174 Fax: (831) 755-4958

Email: carranzao@co.monterey.ca.us

5.2 All questions regarding this solicitation shall be submitted in writing (E-mail acceptable and preferable). Questions will be researched and 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 CONTRACTOR shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above or designated project manager. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

#### 6.0 SCOPE OF WORK

- 6.1 Conduct field reviews of each listed roadway with an emphasis on sign review. Field reviews will include (but are not limited to) identification of sign class, location of sign in relation to the roadway (using GPS coordinates in NAD 83), etc. Field review will include digital photographs of each sign and location.
- 6.2 Conduct studies as needed to determine compliance with the 2014 California Manual of Uniform Traffic Control Devices (MUTCD), Caltrans Highway Design Manual, California Standard Plans and Specifications, and other applicable guidelines. Studies shall include (but are not limited to) retroreflectivity measurements, "ball bank" indicator studies (for curve warning signage), warrants for site specific signing or metal beam guard rails, etc.
- 6.3 CONTRACTOR shall utilize existing sign inventory information from COUNTY where applicable (i.e. Post Mile reference and unique sign identification).
- 6.4 Engineering and Traffic Studies related to establishing speed limits are NOT included in the study, although the CONTRACTOR will utilize existing COUNTY studies to ensure roadways have the appropriate speed limit signs.
- 6.5 Street name signs are NOT included in the audit, although advanced warning signs for various higher volume side streets may be considered in the analysis.
- 6.6 Field review will consider all roadway deficiencies (i.e. insufficient lane width, striping deficiencies, etc.) in the audit process which would necessitate the addition of new signing or relocation of existing signing.
- 6.7 The data collection and the attributes listed above should be geocoded or digitized in some manner for inclusion as a layer on the COUNTY's Geographic Information System (GIS). The COUNTY currently utilizes the ESRI ArcGIS (version 10.2.2) software. The COUNTY anticipates using this data in its GIS database for scheduling future sign replacements, inventorying sign locations and conditions, etc.

- 6.8 Develop a document (study) that outlines the findings from the field review and studies. This study will include locations where signs need to be added, relocated or replaced (i.e. new curve warning sign).
- 6.9 Prioritize these findings in the document based on deficiencies. This prioritization shall include cost estimates and shall be categorized on a corridor or road segment basis. Deficiencies are to be based on the following categories numbered from 1 to 3 with 1 being the top priority.
  - 6.9.1 Install/upgrade signs with new fluorescent sheeting (regulatory or warning) in order to comply with the Standards listed at the end of this section.
  - 6.9.2 Installation of chevrons around horizontal curves to comply with the same standards.
  - 6.9.3 Installation of advanced curve warning signs/advisory speed plates to comply with the same standards.
- 6.10 Conduct sight distance analysis (stopping and passing) at new and relocated sign locations to ensure sufficient sight distance and incorporate recommendations into document.
- 6.11 The document shall be completed in a format that the COUNTY can easily utilize in the preparation of a construction bid package.
- 6.12 The COUNTY will consider additional optional services for the full Plans, Specifications and Estimate (PS&E) package.
- 6.13 Obtain 2010 through 2015 COUNTY Traffic Accident Analysis System (TAAS) safety reports and incorporate study recommendations for each roadway corridor into Roadway Safety Audit (RSA) final study report.

#### 6.14 Standards

- Caltrans Highway Design Manual
- Monterey County Land Development Manual and General Specifications
- 2014 California Manual on Uniform Traffic Control Devices
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions
- 6.15 Detailed Scope of Work Roadway Safety Signing and Striping Audit
  - 6.15.1 Project Background

The COUNTY performs an annual traffic safety analysis of COUNTY maintained roadways on a regular basis. This safety analysis allows the COUNTY to identify high collision concentration location which in turn results in a safety evaluation of the top locations. The COUNTY has found through the traffic safety evaluations completed since the start of the TAAS, that many of the upgrade/modification recommendations which result from said evaluations involve warning sign compliance with 2014 MUTCD Caltrans Highway Design Manual standards. Monterey County has identified this as a top safety priority due to the high effectiveness of this improvement as well as compliance with

regulatory standards. Therefore, a roadway safety audit and sign upgrades are necessary to be completed for twenty-nine (29) roadways within the COUNTY.

#### 6.15.2 Project Description

The focus of this project is to perform an RSA specifically focused on intersection control and warning signage on the selected roadways, as well as the existing passing zones to determine if they should be modified by closing off all or portions of them. The goal of the RSA is to correct deficiencies in our roadway system. In reviewing the collisions and roadways there is a need to evaluate the size and placement of warning and right-of-way signage, the evaluation could potentially recommend placement of new signage in the influence area of any collision along these roadways. Cross over collisions and run off road collisions have occurred in locations where passing zones exist. The following list of roadways shall be evaluated along the entire limits:

Hall Road Abbott Street Alisal Road Las Lomas Drive Arroyo Seco Laureles Grade Blackie Road Maher Road Blanco Road Metz Road Cachagua Road **Old Stage Road** Carmel Valley Road **Reservation Road** Castroville Boulevard River Road Cattlemen Road Salinas Road Corral De Tierra San Benancio Road Crazy Horse Canyon Road San Juan Grade Road

Davis Road San Juan Road

Echo Valley Road San Miguel Canyon Road

Elkhorn Road Werner Road

Espinosa Road

#### 6.16 Items of Work

The COUNTY contracts with the CONTRACTOR to provide all required engineering services and technical expertise in order to generate all necessary documents in order to complete the construction phase of the project. The intent of the proposed single PSA, which results from this RFP, is to have the CONTRACTOR develop a comprehensive assessment of the roadway network identified and to provide recommendations that pertain to the replacement or relocation of existing signs, installation of new signs, and replacement of existing striping with Caltrans Striping Detail 22 where warranted. The work product shall meet the minimum requirements identified herein.

The CONTRACTOR shall prepare all the construction plans, specifications, and engineer's cost estimate in English units and in accordance with the latest editions from the following design standards and design criteria:

#### **Design Standards**

Caltrans Highway Design Manual

- Monterey County Land Development Manual and General Specifications
- 2014 California Manual on Uniform Traffic Control Devices
- Special Policies amending the Traffic Manual by Caltrans District 3
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions

#### 6.17 Proposed Design Speed Limits

The COUNTY will furnish additional data as necessary.

#### 6.18 Design Considerations

 Avoid or minimize impacts to sensitive environment areas. CONTRACTOR shall use information from the COUNTY in order to avoid impacts to these areas.

Submittals shall include but are not limited to the database identifying recommendations for changes that need to be made to signage and striping in accordance with the 2014 MUTCD Caltrans Highway Design Manual requirements particularly in regards to the placement and sign size based on prevailing speeds of the roadway.

Project related services shall include the following tasks:

#### Task 1 - Phase 1 Sign Audit

#### **Task 1.1 – Project Management and Meetings**

The CONTRACTOR shall perform project management services as follows:

**Task 1.1.1 – Kickoff Meeting** CONTRACTOR shall coordinate a kick-off meeting with the COUNTY, and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding among the project stakeholders as to the project scope and schedule.

#### Task 1.1.2 – Field Review of Existing Signs

CONTRACTOR shall gather information pertaining to each roadway listed and shall document the sign classification and the location of the sign relative to key roadway features such as the centerline and edge of pavement or curb, dike or ditch flowline. The sign shall be dimensioned to these features. Also, GPS coordinates shall be used to clearly identify the location of each sign based upon the North American Datum of 1983 (NAD83). Digital photographs shall be used to record each sign and sign location.

The CONTRACTOR shall use the design standards listed within this Scope of Work in order to determine compliance. Measurements to determine compliance shall include but not be limited to the following:

- Minimum retro-reflectivity and other retro-reflectivity requirements
- Ball Bank measurements

- Sight Distance measurements
- Warrants for sign installation
- Size requirements

CONTRACTOR shall prepare a schedule for preparation of the sign audit and monitor budget; direct and monitor the project team and value of the products produced; attend, and document Team Meetings; prepare monthly progress reports; prepare monthly invoices.

#### Task 1.1.2 - Kickoff Meeting and Field Inspection

CONTRACTOR shall coordinate a kick-off meeting with the COUNTY, the consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding among the project stakeholders as to the project scope and schedule.

Deliverables (Tasks 1.1.1 to 1.1.2)

- Meeting agenda and minutes distributed to all attendees (PDF format)
- Electronic Microsoft Excel file/document of sign class, dimensioned and GPS locations, picture and whether compliant with all current standards.
- Geocoded or digitized document of second bulleted item to be incorporated as a layer on the COUNTY's Geographic Information System (GIS). The COUNTY currently utilizes the ESRI ArcGIS (version 10.2.2) software.

#### Task 2 – Phase 2 – Sign Proposals and Recommendations

#### Task 2.1 – New Sign Recommendations, Upgrades and Relocations

CONTRACTOR shall prepare a document in excel format that shall outline recommendations for the addition of new or relocated signing based upon the information identified during Task 1. The recommendation of signing shall be prioritized based on existing deficiencies. The prioritization shall include cost estimates and be categorized relevant to the roadway corridor or segment that is represented.

**Task 2.2 – Develop QA/QC plan –** CONTRACTOR shall prepare and monitor a QA/QC Plan; create and maintain an "issues log" for the project, which will document each issue encountered, the responsible decision maker for that issue, and the date the decision was made.

The COUNTY shall provide:

- Results and analyses from Environmental Services Consultant
- 2010 thru 2015 Traffic Accident Analysis System (TAAS) safety reports

#### Task 3 – (Optional) – Deliver Plans, Specifications and Estimate (PS&E)

PS&E Development Common to all Phases of Design submittal

The following elements will be performed at each of the following submittals:

- Design Development (thirty five percent [35%])
- Advanced Design (sixty five percent [65%])
- Construction Documents (one hundred percent [100%] and final)

All design work is to be done in accordance with the latest editions from the following design standards:

#### **DESIGN STANDARDS**

- Caltrans Highway Design Manual
- Monterey County Land Development Manual and General Specifications
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 5
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions
- 2014 California Manual of Uniform Traffic Control Devices (MUTCD)
- Quality Control Review

#### (1) Quality Control Review

CONTRACTOR will conduct quality control reviews by selected senior staff members with appropriate experience and expertise. In the review, the staff will scrutinize and question the major elements of the design for adequacy of response to the major design challenges and conformance to the accepted design practices.

- (2) Submit Documents to COUNTY for Review CONTRACTOR will provide the following at each review submittal:
  - Three (3) sets of half-size prints of the drawings in PDF format.
  - One (1) set of the opinion of probable construction costs in PDF format.
  - One (1) set of Project Special Provisions

#### (3) Annotate Review Comments

COUNTY shall provide electronic review comments for each submittal in a mutually acceptable format. COUNTY shall consolidate the review comments into a single document that shall be reviewed by COUNTY in order to provide consistent direction to CONTRACTOR and avoid duplicate comments.

CONTRACTOR shall provide written responses to all comments provided by COUNTY.

 Design Development and Advanced Design (thirty five percent [35 %] and sixty five percent [65 %])

All design drawings shall be half-size, 11 inches wide and 17 inches long.

Each design submittal package will contain development of the following:

- Signing Plans
- ii. Construction Documents (one hundred percent [100%] and Final)
  The Construction Documents will be based on COUNTY approved Design Development plans. The construction documents will be submitted at one hundred percent (100%) and Final completion levels. Final drawing dimensions will be 11 inches wide and 17 inches long on a standard Monterey County title block. The horizontal scale of the drawings will be approved by the COUNTY. The final plans will consist of a complete set of documents which include information necessary for prospective bidders to comprehend and bid the work. The plans will be stamped by a Professional Engineer licensed in the State of California.
  - Cover Sheet

The cover sheet shall include the following:

- (a) Project title and project number
- (b) Area map
- (c) Location map
- (d) Vicinity map
- (e) Drawing index
- (f) General Notes
- (g) Record Drawings Note
- 2. Signing Plans

The CONTRACTOR shall prepare signing plans. The plans will include:

- (a) Sign locations
- (b) Details
- (c) General notes
- (d) Construction notes
- (e) Size and location of signs
- (f) Sign specifications and classification

#### 3. Special Provisions

The CONTRACTOR shall prepare final special provisions based on the Standard Specifications, Revised Standard Specifications, and Standard Special Provisions of the State of California, Department of Transportation.

#### 4. Finalize PS&E

The CONTRACTOR shall finalize the plans and opinion of probable construction costs in response to COUNTY comments. The CONTRACTOR shall make such minor changes or revisions in the detail of the work as may be required by the COUNTY.

The CONTRACTOR shall submit the final original documents to the COUNTY as follows:

- (a) A set of half-sized drawings bearing the engineer's stamp and seal on each drawing.
- (b) An electronic version of the final quantity and opinion of probable construction costs, plans, and project manual.

#### **Assurance of Designated Project Team**

CONTRACTOR shall assure that the designated project team, including subcontractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractor(s) shall not be made without the prior written approval of the COUNTY.

#### 7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATION PACKAGE

#### 7.1 Content and Layout:

CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal shall be organized in the order of and as per the listing below. The proposal shall include, at a minimum but not limited to, the following information below in the format indicated. Each attachment must be clearly labeled in the upper right corner as, RFP 1145

Attachment "X":

#### 7.2 Cover Letter:

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

- 7.2.1. **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.
- 7.2.2. **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 the ability to complete services in accordance with COUNTY PSA.

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

Proposals submitted without the RFP signatures page (<u>provided herein under Appendix I: Signature Page (Attachments)</u>) will be deemed non-responsive. All signatures must be manual and in BLUE INK. All notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE ink by the person signing the proposals package.

7.4 **Signed Addenda:** (Attachment B) (Include all addenda released for this solicitation)
Proposals submitted without this(these) page(s) will be deemed non-responsive. All signatures must be manual and in BLUE INK. All prices and notations must be typed or written in BLUE INK. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction and must be initialed in BLUE INK by the person signing the proposal package.

#### 7.5 Organizational Chart of Proposed Team: (Attachment C)

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.

#### 7.6 Resume(s) of Key Personnel for this Contract: (Attachment D)

Provide as Attachment E, resume(s) for each key person on the proposed team. COUNTY will be looking at each proposed team member's relevant technical expertise to provide construction management tasks listed in the Scope of Work. COUNTY will also check that key personnel 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.

#### 7.7 Project Experience & References: (Attachment E)

- 7.6.1 Prepare an Attachment F providing project information and include three (3) examples of transportation/traffic safety projects relevant to this RFP within the last five (5) years, demonstrating work experience with Federal Highway Road Program, Caltrans Local Assistance Procedures Manual (LAMP), Local Assistance Program Guideline (LAPG), Federal Highway Administration (FHWA) and the Americans with Disabilities Act (ADA). Project information should discuss the type of CEQA/NEPA document prepared for the project as well as the regulatory permits obtained.
- 7.6.2 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:
  - Project Name

#### Brief Project Description

Please include information about scope, schedule and record of performance. The description should also discuss the entire project delivery team, i.e. subcontractors and their respective roles.

- Client Name
- Client Contact Information

Please include telephone number and e-mail address of the Agency's Project Manager.

- Size of Project
- Name of General Contractor on Project
- Specify the Specialty Area

#### 7.8 Quality of Project Management Approach (1 page Limit): (Attachment F)

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 specific to the scope of this RFP. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for inhouse plan checks during all phases of document development and submittals.

#### 7.9 Schedule Management Approach (1 page Limit): (Attachment G)

Provide as Attachment H, a description of schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones..

#### 7.10 Fee Schedule: (Attachment H)

CONTRACTOR shall complete Attachment H-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.

<u>Submit ATTACHMENT H in a separate sealed envelope.</u> Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.

#### 7.11 Exceptions Submittal (if applicable)

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO MONTEREY COUNTY SOLICITATION #1145." 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 Professional Services Agreement (PSA).

#### 7.12 Appendix:

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

#### 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

8.1 <u>Submittal Identification Requirements</u>: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **SOLICITATION NUMBER RFP # 1145** <u>and</u> **CONTRACTOR'S 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 H IN A SEPARATE SEALED ENVELOPE.

- 8.2 <u>Mailing Address</u>: Proposals shall be mailed to COUNTY at the mailing address indicated on RFP#1145 Front Cover Page to the attention of RFP #1145 Project Manager.
- 8.3 <u>Due Date</u>: Proposal 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 proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.
- 8.4 <u>Shipping Costs</u>: 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.
- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. COUNTY reserves the right to reject any and all proposal packages, or any part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of the COUNTY.
- 8.7 <u>Compliance</u>: 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.

#### 9.0 SELECTION CRITERIA

- 9.1 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 proposal package. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria includes the following:

CRITERIA	Scoring Criteria
Proposal Package Content	Pass/Fail
Cover letter including Contract and Firm Info	
Signed RFP Signature Page: Attachment A	
Signed Addenda: Attachment B (if any addenda for this solicitation)	

Organizational Chart of Proposed Team: Attachment C	
Resume(s) of Key Personnel for this Contract: Attachment D	
Resume(s) of key refsolmentor this contract. Attachment b	
Project Experience & References: Attachment E	
Quality of Project Management Approach (1 page Limit): Attachment F	
Schedule Management Approach (1 page Limit): Attachment G	
Sealed Submittal of Fee Schedule: Attachment H	
Proposed Team Qualifications and Resume (0-35 pts)	Points
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical expertise to provide engineering inspection services, material testing, and surveying and construction staking tasks listed in COUNTY Scope of Work	
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 - 35	
Project Experience ( 0-30 pts)	
Example Project 1 description indicates:	
<ol> <li>(1) Previous experience with project of similar scope and/or complexity;</li> <li>(2) Specific role the team member(s) had in the project</li> <li>(3) Project funding and funding reporting requirements;</li> <li>(4) Project documentation and file management system used;</li> <li>(5) Conformance to project's construction schedule and budget.</li> <li>Example Project 2 description indicates:</li> </ol>	
<ol> <li>(1) Previous experience with project of similar scope and/or complexity;</li> <li>(2) Specific role the team member(s) had in the project;</li> <li>(3) Project funding and funding reporting requirements;</li> <li>(4) Experience with complying with approved environmental CEQA/NEPA document as well as regulatory permits obtained for the project;</li> </ol>	
<ul><li>(5) Construction contractor change orders negotiated and approved;</li><li>(6) Project documentation and file management system used;</li><li>(7) Conformance to project's construction schedule and budget.</li></ul>	

Example Project 3 description indicates:	
(1) Previous experience with project of similar scope and/or complexity;	
(2) Describe the specific role the team member(s) had in the project;	
(3) Project funding and funding reporting requirements;	
(4) Experience with complying with approved environmental CEQA/NEPA	
document as well as regulatory permits obtained for the project;	
(5) Construction contractor change orders negotiated and approved;	
(6) Project documentation and file management system used;	
(7) Conformance to project's construction schedule and budget	
Project Experience Subtotal Possible Points - 30	
Experience with Caltrans Local Assistance (0-10 pts)	
Firm's proposed project team has experience with Caltrans Local Assistance	
procedures, especially as it relates to federally funded projects	
Client References (0-5 pts)	
List of recent clients references	
Project Specific Quality Components:	
Quality of Project Management Approach as described (1 page limit) (0	-10 pts)
Describe approach and the steps and methods to be used from project inception	
through construction documents and design support during construction specific	
to the scope of this RFP. 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.	
Quality of schedule Management Approach as described (1 page limit) (	0-10 pts)
Describes schedule management approach; scheduling software used, and	
methods used to recover from slippage of schedule milestones.	
Quality of Project Management Approach Subtotal Possible Points - 20	
Total (100 Points Possible)	
	1

- 9.3 PSA award(s) will not be based on cost alone.
- 9.4 COUNTY may conduct interviews and utilize references during selection process.
- 9.5 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the COUNTY, best serves the overall interest of the COUNTY.
- 9.6 The award made from this RFP is subject to approval by the COUNTY Board of Supervisors.

#### 10.0 CONTRACT AWARD

- 10.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any PSA resulting from this solicitation.
- 10.2 <u>Board of Supervisors:</u> The award made from this solicitation is subject to approval by the COUNTY Board of Supervisors.
- 10.3 <u>Interview</u>: 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.
- 10.4 <u>Incurred Costs:</u> COUNTY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 10.5 <u>Notification</u>: All CONTRACTORS who have submitted a Proposal package will be notified of the final decision as soon as it has been determined.
- 10.6 <u>In COUNTY'S Best Interest:</u> The award(s) resulting from this solicitation will be made to the CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

#### 11.0 SEQUENTIAL CONTRACT NEGOTIATION

11.1 COUNTY will pursue contract negotiations with the CONTRACTOR who submits the best proposal or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the 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.

#### 12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 The terms of the PSA will be for a period of three (3) years with the option to extend the PSA for two (2) additional one (1) year periods.
- 12.2 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, or immediately with cause.
- 12.3 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 extend or renew the PSA.
- 12.4 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 "PROFESSIONAL SERVICES AGREEMENT for PROFESSIONAL SERVICES with SURVEYORS, ARCHITECHS, ENGINEERS & DESIGN PROFESSIONALS (more than \$100,000)" available at:

#### http://www.co.monterey.ca.us/cao/psa.htm

Submission of a signed qualifications package and the RFQ 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 <u>may</u> 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.

12.5 **Federal Funding Required forms and Exhibits:** Since the project is federally funded, CONTRACTOR shall sign and include all applicable exhibits required for projects with federal highway funding.

APPENDIX II: Exhibit B - Federal Provisions includes the applicable forms required for projects with federal highway funding.

#### 13.0 COLLUSION

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

#### 14.0 RIGHTS TO PERTINENT MATERIALS

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

#### 15.0 INDEMNIFICATION

15.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the

broadest indemnity protection for the COUNTY under this indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

#### 15.2 <u>Indemnification for Design Professional Services Claims:</u>

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.

#### 15.3 <u>Indemnification for All Other Claims or Loss:</u>

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

#### **16.0 INSURANCE REQUIREMENTS**

#### 16.1 Evidence of Coverage:

Prior to commencement of 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.

#### 16.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY's Purchasing Manager.

#### 16.3 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 by CONTRACTOR shall be lined out in blue ink and initialed and dated by CONTRACTOR. 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 by CONTRACTOR shall be lined out in blue ink and initialed and dated by CONTRACTOR. 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 by CONTRACTOR as not applicable shall be lined out in blue ink and initialed and dated by CONTRACTOR. All proposed modifications are subject to COUNTY approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable by CONTRACTOR shall be lined out in blue ink and initialed and dated by CONTRACTOR. All proposed modifications are subject to COUNTY approval.)

#### 16.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to 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.

# APPENDIX I: SIGNATURE PAGE (ATTACHMENT A)

COUNTY OF MONTEREY	RFP 1145	
RMA – PUBLIC WORKS & FACILITIES	ISSUE DATE: October 25, 2016	
TOUN 185	OF THE PROPERTY OF THE PROPERT	
RFP TITLE: PROFESSIONAL ENGINEERING SERVICES FOR COUNTYWII NO. 1145 FEDERAL PROJECT NO. HSIPL-5944(127)	DE ROADWAY SAFETY SIGNING AND STRIPING AUDIT PROJECT	
PROPOSALS ARE DUE IN THE OFFICE OF THE RMA-PUBLIC WORKS BY	MAILING ADDRESS:	
3:00 P.M., LOCAL TIME, ON November 29, 2016	COUNTY OF MONTEREY	
	RMA-PUBLIC WORKS & FACILITIES	
	168 WEST ALISAL STREET, 2nd FL.	
	SALINAS, CA 93901-2439	
QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO		
Ogarita Carranza, carranzao@CO.MONTEREY.CA.US		
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:		
Proposal (as required by this RFP) – One (1) original plus five		
Fee Schedule (Attachment H) – One (1), sealed in a separation	* * * *	
, , , , , , , , , , , , , , , , , , , ,	•	
ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN		
This Signature Page must be included with your submittal in order to validate your proposal.  Proposals submitted without this page will be deemed non-responsive.		
CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOI	LICITATION.	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PRO		
I hereby agree to furnish the articles and/or services stipulated in a conditions in the Request for Proposal package. I further attest that signatory authority to present this proposal package.		
Company Name:	Date	
Signature: Printed Name:		
Street Address:		
City: State: Zip:	<u> </u>	
Phone: ( ) Fax: ( )	Email:	
License No. (If applicable):	-	
License Classification (If applicable):		

## APPENDIX II: EXHIBIT B - FEDERAL PROVISIONS