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**COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS**

**1441 Schilling Place, South 2ND FLOOR
SALINAS, CA 93901-4527**

(831) 755-4800

REQUEST FOR PROPOSALS (RFP) # 10757

**TO PROVIDE
CONSTRUCTION MANAGEMENT SERVICES
FOR NACIMIENTO LAKE DRIVE BRIDGE PROJECT
LOCATED IN MONTEREY COUNTY, CALIFORNIA**

Proposals Due: 3:00 p.m. PST, Friday June 12, 2020

APPROVED AS TO FORM

MARY GRACE PERRY
DEPUTY COUNTY COUNSEL

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1.0 INTENT

- 1.1 The County of Monterey Resource Management Agency, Public Works Division, hereinafter referred to as "COUNTY", is soliciting proposals from qualified firms, hereinafter referred to as "CONTRACTOR", to provide Construction Management Services for the Nacimiento Lake Drive Bridge Project, located in southern Monterey County, California. Interested CONTRACTOR(s) are to submit their proposals per this Request for Proposals (RFP) #10757.
- 1.2 The scope of work, in general, shall include professional engineering services required for management of a construction contract in the public sector. The services provided shall include engineering inspection services, material testing and surveying services necessary to verify the project is constructed as specified in the project plans and specifications.
- 1.3 This solicitation is intended to create a single, exclusive service AGREEMENT.

2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 Interested CONTRACTORS must meet ALL of the following qualification requirements in order to be considered by COUNTY:
 - 2.1.1 CONTRACTOR shall have the necessary licenses certifications, and knowledge to adequately complete the task outlined in the scope of work.
 - 2.1.2 CONTRACTOR shall have a minimum of five (5) years experience managing and controlling the construction of bridge, roadway and drainage related projects. Experience shall be in the State of California.
 - 2.1.3 CONTRACTOR'S project manager shall have a minimum of five (5) years specializing in bridge and road design and environmental documentation and permitting in the State of California, and thorough understanding of Caltrans Standard Plans and Specifications, Caltrans Local Assistance Procedures Manual, Caltrans Local Assistance Program Guidelines, Caltrans Highway Bridge Program (HBP) and Federal Highway Administration (FHWA) Highway Bridge Replacement & Rehabilitation Program (HBRRP).

3.0 BACKGROUND

- 3.1 The COUNTY is located on the Central Coast of California, approximately 120 miles south of San Francisco. The COUNTY is approximately 3,350 square miles.
- 3.2 The County has a need for Construction Management (CM) services for the Nacimiento Lake Drive Bridge project. The project scope comprises of constructing a new bridge, installing and altering facilities as well as the removal of the existing bridge.

4.0 CALENDAR OF EVENTS

4.1	Release RFP	Thursday April 30, 2020
4.2	Deadline for Written Question	3:00 p.m., PST, Friday May 15, 2020
4.3	Posted Response to Written Questions	5:00 p.m., PST, Friday May 22, 2020
4.4	Proposal Package Submittal Deadline	3:00 p.m. PST, June 12, 2020
4.5	Estimated Notification of Selection	June 26, 2020
4.6	Estimated AGREEMENT Date	July 2020

4.7 FUTURE ADDENDA: CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency/public-works/special-announcements-notice>. Addenda will be posted on the website the day they are released.

5.0 COUNTY POINT OF CONTACTS

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

Enrique Saavedra, PE
Monterey County
RMA-Public Works
1441 Schilling place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-8970
Fax: (831) 755-4958
Email: saavedraEM@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 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty percent (50%) of the original total contract price.
- 6.2 The County is soliciting proposals from qualified CONTRACTORS to provide construction management and engineering inspection services for the Nacimiento Lake Drive Bridge project within Monterey County, California. The construction project includes the construction of a new bridge and upgrades to existing roadway, drainage facilities, and the demolition of the existing bridge.
- 6.3 The broad scope of this project requires a diversity of expertise and the ability to deal with a number of specialized contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project, as they relate to the California Department of Transportation (Caltrans).
- 6.4 The Construction Management effort shall include, but not be limited to, the following services and requirements:
- Contract Administration:** Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprises (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with the County or Contractor representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).
- General Inspection:** Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses, and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of the assigned project. Assist the County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.
- Change Orders:** In accordance with State Standard Specifications, the Special Provisions and the County format, prepare, process, and make recommendations on change orders. The County will approve all change orders.

Surveying: Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by the CONTRACTOR.

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

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

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

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

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

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

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

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

Final Walk-through and Final Inspection: Conduct project walk-throughs prior to completion of construction. Minutes of this walk-through will be completed by the CONTRACTOR and a copy will be sent to the County. The final walk-through list of attendees will be coordinated with the County. The CONTRACTOR will complete a final inspection of the project and complete the required Final Report forms.

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

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

7.0 REQUIRED CONTENT/FORMAT FOR PROPOSAL 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 RFP 10757 Attachment “X”**:

7.2 Cover Letter:

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

7.2.1. **Contact 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’s standard Professional Services Agreement (PSA).

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

Proposals submitted without the RFP signatures page (provided herein under Attachments) will be deemed non-responsive. All signatures must be manual and in BLUE INK. All notations must be typed or written in BLUE 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 General Firm Information: (Attachment C)

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

7.5.1 Firm Name and Address

Year Established

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

7.5.2 Data Universal Numbering System (DUNS) Number

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

7.5.3 Ownership Type

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

7.5.4 Point of Contact

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

7.5.5 Former Firm Name(s)

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

7.5.6 Employee by Discipline

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

7.5.7 Litigation History

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

- Name of case/Court Case number
- Date filed
- Court in which filed
- Judgment or result

7.6 Organizational Chart of Proposed Team: (Attachment D)

Provide an Attachment D illustrating 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.

7.7 Resume(s) of Key Personnel for this Contract: (Attachment E)

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

7.8 Project Experience & References: (Attachment F)

7.6.1 Prepare an Attachment F providing project information and include three (3) examples of transportation projects relevant to Monterey County within the last five (5) years, demonstrating work experience with local, state and federal agencies. Include any experience with 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**

7.9 Quality of Project Management Approach (one [1] page Limit): (Attachment G)

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

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

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

7.11 Fee Schedule: (Attachment I)

CONTRACTOR shall complete Attachment I-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.

Submit ATTACHMENT I in a separate sealed envelope. Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.

7.12 Exceptions Submittal (if applicable)

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page, "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10757." Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate COUNTY to revise the terms of the RFP or PSA.

7.13 Appendix:

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

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP # 10757 and CONTRACTOR'S COMPANY NAME.** CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL HARD COPY AND ONE (1) CD OR THUMB DRIVE WITH PDS FILES OF SUBMITTAL MATERIALS; AND ONE (1) ORIGINAL ATTACHMENT I IN A SEPARATE SEALED ENVELOPE."
- 8.2 **Mailing Address:** Proposals shall be mailed to COUNTY at the mailing address indicated on RFP#10757 Front Cover Page to the attention of RFP #10757 Project Manager.
- 8.3 **Due Date:** 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 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the sender.
- 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 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 **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.

9.0 SELECTION CRITERIA

9.1 The selection of CONTRACTOR and subsequent contract award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

9.2 The 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)	
General Firm Information: Attachment C	
Organizational Chart of Proposed Team: Attachment D	
Resume(s) of Key Personnel for this Contract: Attachment E	
Project Experience & References: Attachment F	
Quality of Project Management Approach (one [1] page Limit): Attachment G	
Schedule Management Approach (one [1] page Limit): Attachment H	
Sealed Submittal of Fee Schedule Form: Attachment I	
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)	

<p>Example Project 1 description indicates:</p> <ul style="list-style-type: none"> (1) Previous experience with project of similar scope and/or complexity; (2) 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. 	
<p>Example Project 2 description indicates:</p> <ul style="list-style-type: none"> (1) Previous experience with project of similar scope and/or complexity; (2) 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. 	
<p>Example Project 3 description indicates:</p> <ul style="list-style-type: none"> (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 	
<p>Project Experience Subtotal Possible Points – 30</p>	
<p style="text-align: center;">Experience with Caltrans Local Assistance (0-10 pts)</p>	
<p>Firm’s proposed project team has experience with Caltrans Local Assistance procedures.</p>	
<p style="text-align: center;">Client References (0-5 pts)</p>	
<p>List of recent clients references</p>	
<p>Project Specific Quality Components:</p>	
<p style="text-align: center;">Quality of Project Management Approach as described (one [1] page limit) (0-10 pts)</p>	
<p>Describes approach and the steps and methods used to ensure project is constructed to the approved plans and specifications. Methods or steps used to minimize project change orders and claims.</p>	
<p style="text-align: center;">Quality of schedule Management Approach as described (one [1] page limit) (0-10 pts)</p>	

Describes schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones; progress meetings with contractor, system to track timely review of submittals and request for information (RFI's).	
Quality of Project Management Approach Subtotal Possible Points - 20	
Total (100 Points Possible)	

9.3 PSA award will not be based on cost alone.

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

9.5 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the COUNTY, best serves the overall interest of 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 Board of Supervisors: The award made from this solicitation is subject to approval by the County Board of Supervisors.

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

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

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

10.6 In COUNTY's Best Interest: The award resulting from this solicitation will be made to the CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

11.0 SEQUENTIAL 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 the PSA, or any extension of the PSA, 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 must commence negotiations for rate changes a minimum of ninety (90) days 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, substantially similar to the **“PROFESSIONAL SERVICES AGREEMENT”** provided as Exhibit A. Submission of a signed qualifications package and the **RFP SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the PSA. COUNTY may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS submittal of CONTRACTOR’S proposal.

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 Indemnification for Design Professional Services Claims:

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

15.3 Indemnification for All Other Claims or Loss:

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

16.0 INSURANCE REQUIREMENTS

16.1 Evidence of Coverage:

Prior to commencement of 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 shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

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

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

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

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

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

16.4 Other Requirements:

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

COUNTY OF MONTEREY	RFP 10757
RESOURCE MANAGEMENT AGENCY – PUBLIC WORKS	ISSUE DATE: April 30, 2020
	
RFP TITLE: Construction Management Services for the Nacimiento Lake Drive Bridge Project #2202.	
PROPOSALS ARE DUE IN THE OFFICE OF THE RMA-PUBLIC WORKS BY 3:00 P.M., LOCAL TIME, ON June 19, 2020	MAILING ADDRESS: COUNTY OF MONTEREY RMA-PUBLIC WORKS 1441 Schilling Place, South 2nd Floor SALINAS, CA 93901-4527
QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Enrique Saavedra, saavedraEM@CO.MONTEREY.CA.US	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL: <ul style="list-style-type: none"> Proposal (as required by this RFP) – One (1) original hard copy and one (1) CD or thumb drive with PDF files of submittal Fee Schedule (Attachment I) – One (1), sealed in a separate envelope 	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN	
This Signature Page must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.	
<input type="checkbox"/> CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL	
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the 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 _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

License No. (If applicable): _____

License Classification (If applicable): _____

APPENDIX II: SAMPLE PROFESSIONAL SERVICE AGREEMENT

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

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

APPENDIX III: EXHIBIT B FEDERAL PROVISIONS

In compliance with this RFP #10757, which uses Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR and submitted to COUNTY for approval prior to COUNTY issuing CONTRACTOR with a Notice to Proceed for the Project.