



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

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

**(831) 755-4800**

**REQUEST FOR QUALIFICATIONS (RFQ) # 1601**

**TO PROVIDE  
CIVIL ENGINEERING SERVICES ON AN "ON-CALL" BASIS  
FOR  
TRANSPORTATION PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA**

**Qualification Package Due: 5:00 p.m. PST, Tuesday March 8, 2016**

2-3-2016  
APPROVED AS TO FORM  
  
MARY GRACE PERRY  
DEPUTY COUNTY COUNSEL

## Table of Contents

1.0 INTENT.....	3
2.0 LICENSING/SECURITY REQUIREMENTS .....	3
3.0 BACKGROUND.....	3
4.0 CALENDAR OF EVENTS .....	4
5.0 COUNTY POINT OF CONTACTS.....	4
6.0 SCOPE OF WORK .....	5
7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATION PACKAGE.....	6
8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS .....	9
9.0 SELECTION CRITERIA .....	10
10.0 CONTRACT AWARD .....	13
11.0 SEQUENTIAL CONTRACT NEGOTIATION .....	13
12.0 AGREEMENT TO TERMS AND CONDITIONS .....	13
13.0 COLLUSION.....	14
14.0 RIGHTS TO PERTINENT MATERIALS.....	14
15.0 INDEMNIFICATION .....	14
16.0 INSURANCE REQUIREMENTS .....	15
SIGNATURE PAGE.....	18
SAMPLE PROFESSIONAL SERVICE AGREEMENT .....	19
APPENDIX I EXHIBIT B FEDERAL PROVISION .....	20

## 1.0 INTENT

- 1.1 The County of Monterey Public Works Department, hereinafter referred to as “COUNTY”, is soliciting qualifications from qualified firms, hereinafter referred to as “CONTRACTOR”, to provide **“ON CALL SERVICES”** over \$100,000 for civil engineering services for various transportation type projects located in Monterey County, California. Interested CONTRACTOR(s) are to submit their qualifications per this Request for Qualifications (RFQ) #1601.
- 1.2 The scope of work, in general, shall include the full range of professional civil engineering services typically required for transportation type projects in the public sector. However, the scope does not include bridge projects. COUNTY has recently solicited and has contracts with qualified firms to provide civil engineering services for bridge projects.
- 1.3 This solicitation is not intended to create an exclusive service PROFESSIONAL SERVICES AGREEMENT (PSA); multiple PSA awards may be made. COUNTY retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) at any time.
- 1.4 This RFQ is part of a two (2) step process where the first step is to create a short list/pool of qualified firms from whom the COUNTY will request proposals for specific projects. The second step will be the COUNTY’s Request for Proposals from qualified firms.

## 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 Civil Engineer in the State of California.
  - 2.1.2 CONTRACTOR shall have a minimum of five (5) years’ experience leading and controlling the design of road projects. Experience shall be in the State of California.
  - 2.1.3 CONTRACTOR’S project manager shall have a minimum of five (5) years specializing in road design and 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.

## 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 COUNTY has a continuous need for professional civil engineering services for a variety of COUNTY transportation projects. The COUNTY builds and administers public improvement projects involving roads, curbs, gutters, sidewalks, curb ramps, retaining walls, barriers, drainage system (culverts,

headwalls and storm drains), bicycle paths, and structural (buildings and bridges). These types of road improvements, maintenance and repair are spread over the geographic limits of the COUNTY.

- 3.3 This Request for Qualifications (RFQ #1601) is structured so that the COUNTY has the option to establish one or multiple on-call PSA(s). The purpose of PSA(s) is to provide COUNTY with prequalified firms to complete transportation projects as needed. This solicitation is for use on larger (greater than \$100,000) “on-call” services. Award of a PSA does not guarantee an award(s) of any particular project or dollar amount

## 4.0 CALENDAR OF EVENTS

4.1	Release RFQ	Friday February 5, 2016
4.2	Deadline for Written Question	3: 00 p.m., PST, Monday February 22, 2016
4.3	Posted Response to Written Questions	5:00 p.m., PST, Tuesday March 1, 2016
4.4	Qualifications Package Submittal Deadline	5:00 p.m. PST, Tuesday March 8, 2016
4.5	Estimated Notification of Selection	April 2016
4.6	Estimated PSA Date	May 2016

## 5.0 COUNTY POINT OF CONTACTS

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

RFQ 1601 Processing Coordinator  
Monterey County  
RMA-Public Works  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901-2439  
Phone: (831) 755-4800  
Fax: (831) 755-4958  
Email: guzmanb@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 The SCOPE OF WORK includes in general, the full range of professional engineering services, including all disciplines typically required for transportation projects in the public sector. CONTRACTOR shall have extensive experience and knowledge of, not limited to, Federal Highway Administration (FHWA) programs, Caltrans Local Assistance Procedures Manual and Program Guidelines (LAPM & LAPG), California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA).
- 6.2 The professional services must included, but not limited to the following:
- 6.2.1. Project Management
    - Scheduling using CPM software or Microsoft Project
    - Risk Analysis
    - Project team meetings
    - Public meetings and presentations
  - 6.2.2. Environmental
    - Preparation of environmental documents and technical reports necessary to comply with both CEQA and NEPA
    - Coordination with regulatory agencies
    - Preconstruction survey and construction monitoring
  - 6.2.3. Surveying
    - Topography
    - Staking
    - Boundary/property survey
    - Utility identification
  - 6.2.4. Right-of-Way
    - Mapping and legal descriptions
    - Appraisal services
    - Acquisitions services
  - 6.2.5. Permits
    - Consultations with regulatory agencies
    - Preparation of applications
    - Compliance with NPDES and other such storm water requirements
  - 6.2.6. Utilities
    - Coordination with various utility companies for relocation
  - 6.2.7. Design/Engineering
    - Traffic analysis and reports
    - Drainage analysis and design

- Project and construction cost estimating
  - Pavement structural design
  - Retaining wall/slope analysis and design
  - Preparation of reports (Project Reports, Project Study Reports, etc.)
- 6.2.8. Provide Bidding assistance
- 6.2.9. Design Support During Construction

6.3 Services shall be provided on an on-call basis. The COUNTY will contact the CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost. Cost shall be submitted in a separate sealed envelope.

6.4 The exact scope for professional engineering services will be determined prior to a notice to proceed for a specific task and/or project. The COUNTY may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. The COUNTY has the right to reject any submitted proposal.

6.5 CONTRACTOR shall advocate for the COUNTY and ensure the project produce is in the best interest of the COUNTY. The CONTRACTOR shall deliver products on or ahead of required schedule and within proposed budget.

6.6 All work shall be performed in conformance with all applicable County, State, and federal laws, including but not limited to County Standards, State Standard Plans & Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act of 1990 (ADA), as may be revised and amended from time to time.

## 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 qualifications package shall be organized in the order of and as per the listing below. Qualification packages shall include, at a minimum but not limited to, the following information below in the format indicated. Each attachment must be clearly labeled **in the upper right corner RFQ 1601 Attachment "X"**:

### 7.2 **Cover Letter:**

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

- 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 ability to complete services in accordance with COUNTY PSA.

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

Qualifications packages submitted without the RFQ 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 qualifications package.

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

Qualifications packages submitted without this(these) page(s) will be deemed non-responsive. All signatures must be manual and in BLUE INK. All prices and notations must be typed or written in BLUE INK. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction, and must be initialed in BLUE INK by the person signing the qualifications package.

**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 information 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 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 that any and all corporate name change or changes was/were effective and the associated DUNS number. This information is used to review past performance on federal contracts.

**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 road design engineering and environmental documentation and permitting tasks listed in the Scope of Work. COUNTY will also check that key personnel staff has appropriate licenses, registrations and certifications to provide road engineering tasks listed in COUNTY Scope of Work, and that some or all team members (firms) have previously worked together on similar projects.

**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 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**

**7.9 Project Management Approach (1 page Limit): (Attachment G)**



Provide as Attachment G, a project management approach describing approach and the steps and methods to be used from project inception through construction documents and design support during construction. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.

**7.10 Schedule Management Approach (1 page Limit): (Attachment H)**

Provide as Attachment H, a Schedule Management Approach, including scheduling software used and method(s) used to recover from slippage of schedule milestones.

**7.11 Cost Management Approach (1 page Limit): (Attachment I)**

Provide as Attachment I, a Cost Management Approach for tight project budgets. Describe your firm's value engineering methodology.

**7.12 Fee Schedule: (Attachment J)**

CONTRACTOR shall complete Attachment J-FEE SCHEDULE and submit within their qualifications package. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project. COUNTY reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

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

**7.13 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 #1601." 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 RFQ or PSA.

**7.14 Appendix:**

CONTRACTOR may provide any additional information that it believes to be applicable to this qualifications 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 RFQ # 1601 and CONTRACTORS COMPANY NAME.** CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL PLUS FIVE (5) COPIES FOR A TOTAL OF SIX (6) AND ONE (1) CD WITH PDF FILES OF SUBMITTAL MATERIALS; AND ONE (1) ORIGINAL ATTACHMENT J – FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE.

**8.2 Mailing Address:** Qualification packages shall be mailed to COUNTY at the mailing address indicated on RFQ #1601 Front Cover Page to the attention of RFQ #1601 Project Manager.

- 8.3 **Due Date**: Qualification packages must be received by COUNTY ON OR BEFORE the time and date specified in the solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualification packages received after the deadline shall be rejected and returned unopened.
- 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**: Qualification packages are subject to acceptance at any time within 90 days after opening. COUNTY reserves the right to reject any and all qualifications packages, or part of any qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 **Ownership**: All submittals in response to this solicitation become the property of the COUNTY.
- 8.7 **Compliance**: Qualification packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

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

CRITERIA	Scoring Criteria
<b>Qualification Package Content</b>	<b>Pass/Fail</b>
Cover letter including Contract and Firm Info	
Signed RFQ Signature Page: Attachment A	
Signed Addenda: Attachment B (if any addenda for this solicitation)	
General Firm Information: Attachment C	
Organizational Chart of Proposed Team: Attachment D	
Resume(s) of Key Personnel for this Contract: Attachment E	
Project Experience & References: Attachment F	

Project Management Approach (1 page Limit): Attachment G	
Schedule Management Approach (1 page Limit): Attachment H	
Cost Management Approach (1 page Limit): Attachment I	
Sealed Submittal of Fee Schedule Form: Attachment J	
<b>Proposed Team Qualifications and Resume</b>	<b>Points 0 - 20</b>
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team.	
Proposed team members have relevant technical expertise to provide engineering, right-of-way (appraisal & acquisition), environmental, & permitting tasks listed in COUNTY Scope of Work.	
Staff has appropriate licenses, registrations, and certifications to provide engineering task listed in COUNTY Scope of Work.	
Some or all team members/firms have previously worked together on similar projects.	
<b>Proposed Team Qualifications and Resume Subtotal Possible Points - 20</b>	
<b>Project Experience</b>	<b>Points 0 - 30</b>
<p><b>Example Project 1</b> description indicates:</p> <ul style="list-style-type: none"> <li>(1) Previous experience with road projects of various width, length and scope;</li> <li>(2) Government agency work experience;</li> <li>(3) Type of CEQA/NEPA document prepared for the project as well as the regulatory permits obtained;</li> <li>(4) Record of accomplishing project on schedule and on budget;</li> <li>(5) Most important role or roles in project were performed by firm in proposed project.</li> </ul>	
<p><b>Example Project 2</b> description indicates:</p> <ul style="list-style-type: none"> <li>(1) Previous experience with road projects of various width, length and scope;</li> <li>(2) Government agency work experience;</li> <li>(3) Type of CEQA/NEPA document prepared for the project as well as the regulatory permits obtained;</li> <li>(4) Record of accomplishing project on schedule and on budget;</li> <li>(5) Most important role or roles in project were performed by firm in proposed project.</li> </ul>	

<b>Example Project 3</b> description indicates:	
<ul style="list-style-type: none"> <li>(1) Previous experience with road projects of various width, length and scope;</li> <li>(2) Government agency work experience;</li> <li>(3) Type of CEQA/NEPA document prepared for the project as well as the regulatory permits obtained;</li> <li>(4) Record of accomplishing project on schedule and on budget;</li> <li>(5) Most important role or roles in project were performed by firm in proposed project.</li> </ul>	
<b>Project Experience Subtotal Possible Points - 30</b>	
<b>Experience with Caltrans Local Assistance</b>	<b>Points 0 - 10</b>
Firm's proposed project team has experience with Caltrans Local Assistance procedures, especially as it relates to federally funded projects	
<b>Client References</b>	<b>Points 0 - 5</b>
List of recent clients references	
<b>Project Specific Components:</b>	
<b>Quality of Project Management Approach as described (1 page limit)</b>	<b>Points 0 - 15</b>
Describes approach and the steps and methods to be used from project inception through construction documents and design during construction. Includes submittals and meetings with agencies, staff roles and responsibilities for each step in the work process and all methods employed for in-house plan checks during all phases of document and submittals.	
<b>Quality of schedule Management Approach as described (1 page limit)</b>	<b>Points 0 - 10</b>
Describes schedule management approach; scheduling software used, and methods used to recover from slippage of schedule milestones.	
<b>Quality of Cost Management Approach as described (1 page limit)</b>	<b>Points 0 - 10</b>
Describes Firm's Value Engineering Methodology	
<b>Quality of Project Management Approach Subtotal Possible Points - 35</b>	
<b>Total (100 Points Possible)</b>	

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

9.6 The award made from this RFQ may be 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 or PSA's resulting from this solicitation.

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

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

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

## 11.0 SEQUENTIAL CONTRACT NEGOTIATION

11.1 COUNTY will pursue contract negotiations with the CONTRACTOR who submits the best qualification package or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract negotiations with the entity that submitted a qualification package which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interest.

## 12.0 AGREEMENT TO TERMS AND CONDITIONS

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

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, immediately with cause.

12.3 If this RFQ includes options for renewal or extensions, CONTRACTOR(s) must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the PSA. Both parties shall agree upon rate extensions or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.

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**” provided as Exhibit A. 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 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.**

12.5 **Federal Funding Required forms and Exhibits:** For projects that are federally funded, CONTRACTOR shall sign and include all applicable exhibits required for projects with federal highway funding. 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 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.
- 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 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.

## SIGNATURE PAGE

COUNTY OF MONTEREY	RFQ 1601
RESOURCE MANAGEMENT AGENCY – PUBLIC WORKS	ISSUE DATE: November 9, 2015
	
RFQ TITLE: CIVIL ENGINEERING SERVICES ON-CALL	
PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 5:00 P.M., LOCAL TIME, ON December 11, 2015	<b>MAILING ADDRESS:</b> COUNTY OF MONTEREY RMA-PUBLIC WORKS 168 WEST ALISAL STREET, 2nd FL. SALINAS, CA 93901-2439
QUESTIONS ABOUT THIS RFQ/RFP SHOULD BE DIRECTED TO <b>Barney Guzman, guzmanb@CO.MONTEREY.CA.US</b>	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL: <ul style="list-style-type: none"> <li>• Qualification Package (as required by this RFQ) – one (1) original plus five (5) copies and in PDF format on one (1) CD</li> <li>• Fee Schedule (Attachment J) – one (1), sealed in a separate envelope</li> </ul>	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN	
This Signature Page must be included with your submittal in order to validate your Qualification Package. <b>Proposals submitted without this page will be deemed non-responsive.</b>	
<input type="checkbox"/> <b>CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.</b>	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATION PACKAGE.	
I hereby agree to furnish the articles and/or services stipulated in my Qualification Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualification Package.	

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

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

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

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

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

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

## **SAMPLE PROFESSIONAL SERVICE AGREEMENT**

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

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

## **APPENDIX I EXHIBIT B FEDERAL PROVISIONS**