



REQUEST FOR PROPOSAL

Professional Engineering Services

Franklin Blvd. Bridge Replacement at Lost Slough
BR. No. 24C-0155

Federal Aid Project

OCTOBER 2010

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY
DEPARTMENT OF TRANSPORTATION
906 G STREET, SUITE 510
SACRAMENTO, CA 95814
(916) 874-6291

REQUEST FOR PROPOSAL

SUMMARY SHEET

1. PROJECT

This project proposes to replace the Franklin Blvd. Bridge at Lost Slough.

The project proposes to study alternatives for replacement of the existing bridge in the form of a Bridge Report and prepare plans, specifications and estimates (PS&E) for replacement of the existing timber trestle with a new concrete structure.

2. LOCATION:

The project site is located on Franklin Blvd. at Lost Slough, 1.8 miles north of the San Joaquin County Line in South Sacramento County.

3. REQUESTED SERVICES:

Consultant services to prepare Bridge Report, construction plans, specifications and estimates including roadway design, drainage design, bridge design; coordination with utilities; obtain permits and approval, including approvals and agreements with Caltrans, satisfy Caltrans and Federal requirements; provide bidding assistance; construction assistance; and additional services as may be required.

4. SOURCES OF FUNDING:

Project funding proposed from the Federal Highway Bridge Replacement and Rehabilitation Program (HBRRP) and Sacramento County Measure A Sales Tax as local matching funds.

5. PROJECT MANAGEMENT:

Scott Werth, P.E., Senior Civil Engineer
County of Sacramento, Municipal Services Agency, Department of Transportation,
906 G Street, Suite 510, Sacramento, CA 95814
Telephone: (916) 874-5259, E-mail: werths@saccounty.net

6. PROJECT ENGINEER:

Scott Urbanik, P.E., Associate Civil Engineer
County of Sacramento, Municipal Services Agency, Department of Transportation,
906 G Street, Suite 510, Sacramento, CA 95814
Telephone: (916) 875-4163, E-mail: urbaniks@saccounty.net

7. PROPOSAL DUE DATE:

Friday, December 3, 2010 at 4:00 p.m.

8. TYPE OF PROPOSAL REQUIRED:

In accordance with County of Sacramento guidelines as detailed in this Request for Proposal.

9. REMARKS:

For assistance with proposal preparation, please contact Scott Werth, at (916) 874-5259 or Cell phone at (916) 599-8197.

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I. INTRODUCTION

This Request for Proposal (RFP) solicits Proposals for Professional Services (Proposal) from qualified firms to provide a Bridge Report, roadway and structural plans, specifications and estimates for the replacement of the Franklin Blvd. Bridge at Lost Slough in order to widen and upgrade the bridge to meet current federal and state standards, to improve traffic safety, and provide for alternate modes of travel.

The Proposal submitted in response to this RFP will be used as a basis for selecting the engineering consultant for this project. The consultant's proposal will be evaluated and ranked according to criteria provided in Appendix D, "Consultant Evaluation Criteria" of this RFP.

The selected consultant will be requested to submit a fee proposal to be used with the Proposal as a basis for negotiation of an Agreement. If negotiations are unsuccessful due to unresolved issues, negotiations with the firm will be formally terminated. Negotiations will then commence with the second ranking firm.

This RFP does not commit the County to enter into an Agreement, to pay any costs incurred in the preparation of a Proposal in response to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety this RFP if it is in the best interests of the County to do so.

The Proposal from the Consultant should contain information identified in Appendix B, "Guidelines for Preparing Proposals for Professional Services" and is subject to the standards stated in Appendix C, "General Information" of this RFP. Six (6) copies of the Proposal shall be delivered to the office identified below no later than **4:00 p.m. on Friday, December 3, 2010.**

County of Sacramento
Municipal Services Agency
Department of Transportation
906 G Street, Suite 510
Sacramento, CA 95814

Attention: Scott Werth
(916) 874-5259
(916) 599-8197 - Cell phone

II. DESCRIPTION OF PROJECT

PROJECT DESCRIPTION

The Sacramento County Municipal Services Agency, Department of Transportation, requests Proposals from prospective consulting firms for the replacement of the Franklin Blvd. Bridge at Lost Slough. The work shall include preparation of a Bridge Report, plans, specifications, and estimates (PS&E) in accordance with Caltrans standards and Sacramento County design and construction details.

The Franklin Blvd. Bridge at Lost Slough:

Background

The Franklin Blvd. Bridge at Lost Slough, originally built in 1930, is a redwood timber stringer trestle design. The bridge consists of 26 spans with a length of 19 feet at each span. The total length of the bridge including abutments is 495.1 feet. The deck clear width is 22 feet. The existing deck consists of a one inch redwood subfloor with a six inch to seven inch reinforced concrete deck. The deck currently has as much as a six inch asphalt overlay over the top of it. The bridge railings consist of six inch by six inch redwood posts spaced at 6'-4" on center with a six inch by six inch redwood top rail and ten inch by twelve inch wheel guard. The substructure consists of timber bent caps on timber columns supported by reinforced concrete footings.

The Franklin Blvd. Bridge at Lost Slough is structurally deficient. The asphalt concrete over the reinforced concrete bridge deck is heavily cracked transversely over all supports and longitudinally down the centerline of the bridge. The superstructure has sustained rapid deterioration of several of the bent caps. Fire damage and deterioration is evident on many of the stringers. The bridge railings and bridge rail end transitions are inadequate. The Sufficiency Rating (SF) of the bridge is 47.9.

The bridge was closed to repair three crushed bent caps in 2005. Traffic was detoured to Desmond Road during the repairs. The Department of Transportation Bridge Maintenance Section is currently planning to remove the existing asphalt concrete from the reinforced concrete bridge deck and place a metal plate over the longitudinal joint at the center of the deck. The deck will then receive an asphalt concrete overlay. The intent is to minimize the longitudinal cracking of the deck and reduce the dead load on the bridge until it can be replaced. Attachment A details the detour that will be used for this repair.

Environmental Setting

The project is situated in an environmentally sensitive area. The trestle bridge is a unique elevated wooden structure, which provides both a day roost and a night roost for a very large colony of migratory bats. The day roost indicates that this may be a maternal colony, which makes this site of even more concern

The consultant is encouraged to seek and investigate the design approaches, which address the issue of bats and their habitat at the trestle. All the effort should be made to keep the impact on bats

during and after the construction period minimal or nil. Since bats are beneficial mammals with respect to their pest control capacity, any feasible and innovative design approach that will promote the condition of bat habitat in that area will be greatly acknowledged.

The proposed design shall be in tune with environmental issues including but not limited to: native vegetation, wildlife and ecology, fishery, game hunting and riparian habitat. These issues will be addressed in the environmental document prepared by the County Department of Environmental Assessment and Review (DERA).

The consultant is encouraged to contact and work with the conservancy groups or organizations during various phases of the project.

Recycle Redwood From Existing Timber Trestle

The Department of Transportation (SacDOT) recycled the redwood from the Franklin Blvd./Thornton Road timber trestle that was replaced in 2005. Some of the recycled redwood is being used in the Sacramento International Airport Terminal B expansion. SacDOT is interested in recycling the redwood from this bridge. The consultant shall research recycling the redwood including providing a secure location to store the timbers and determining the available market to sell it.

A location map is attached in Appendix "A" of this RFP.

III. CONSULTANT QUALIFICATIONS

The prime consultant firm and sub-consultants must have the following minimum experience:

1. The project engineer shall be a Registered Civil Engineer in the State of California and have recent, demonstrated experience in design of similar projects.
2. The prime consultant must be familiar with and provide electronic copies of all plans in AutoCAD Civil 3D 2008, PDF format, and reproducible copies. (Both full size and half size plans will be required with each submittal)
3. The prime consultant must be familiar with and provide electronic copies of the specifications in Microsoft Word, copies of the estimates in Microsoft Excel and copies of the project schedule in Microsoft Project.

IV. SCOPE OF SERVICES

The Consultant shall perform professional and technical engineering services for the design of the proposed project and provide for construction assistance as required. The Consultant shall prepare reports, plans, specifications, and estimates (PS&E) to the State Standards and in accordance with the Local Programs Manual, Project Development Procedures Manual (PDPM), Plans Preparation Manual, Sacramento County Standards and other appropriate documents.

A generalized scope of services is listed below. The Consultant shall identify any reduced tasks or further tasks that will be required to complete the project through PS&E and Construction.

1.0 PROJECT MANAGEMENT/ COORDINATION

Consultant shall perform project management and administration tasks required to provide supervision of the work and coordination with the County. Project Management shall apply to all phases of work and shall continue to completion of the project design. Tasks will include the following:

- Attend a project kick-off meeting with the County to review the scope of work, the initial tasks to be performed, the project schedule, the critical task items, areas of concern, and participate in a general exchange of views and ideas regarding the execution of the project.
- The Consultant shall prepare, update, and submit a project schedule to the County on a monthly basis. The schedule shall show each work activity, when that activity will begin, how long it will continue, and identify the critical tasks. The schedule shall clearly differentiate between those functions carried out by the Consultant, the County, and other involved parties.
- The Consultant should anticipate attending three or more informal Coordination/Status Meetings to review the project status and budget, to obtain required County input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. These meetings will be scheduled as necessary and at appropriate times during the development of the project. The meetings will be held at the County office located at 906 G Street, Suite 510, Sacramento, Ca. The Consultant shall be responsible for preparing agendas for each of the meetings, consulting the County for potential agenda items, distributing the agenda prior to the meetings, and distributing meeting minutes to the participants within five days after the meeting.
- The Consultant shall prepare and submit requests for changes in scope, release of contingency, or for amendments to contracts when appropriate, prior to performing the work.
- The Consultant shall prepare and submit monthly progress reports to the County. The monthly progress reports will include progress of work; the status of utility coordination and relocation work; an updated project schedule; information/decisions required to maintain the project schedule and timely deliverables; problems encountered that may affect schedule, budget, or work products, and anticipated work for the following month.

- Establish a quality control plan and perform internal quality control reviews at critical stages of the project.
- The Consultant shall administer and supervise the work of all sub-consultants contracted for the project work.

1.1 PDT Coordination/Meetings

Monthly coordination meetings will be included with this task. Meetings will include a project kick-off meeting, with representation from the project team, County staff, and Caltrans. The project Critical Path Method (CPM) schedule will be updated monthly, and reviewed as part of the meeting.

1.2 Consultant Team Management/Coordination

This task will include ongoing general project management, including obtaining the Caltrans encroachment permit for field investigations, preparation of progress reports, and CPM scheduling and updates.

Task 1 Deliverables

- Monthly Progress Reports
- Meeting Agenda Packets
- CPM Schedule Updates

2.0 PRELIMINARY ENGINEERING

2.1 Base Mapping

New base mapping will be prepared for the project area. Mapping will be prepared in English units and to current County and Caltrans standards. Mapping is to be performed by the County of Sacramento, Department of County Engineering, Development and Surveyor Services Section (DSS).

2.1.1 Photogrammetric Topography

DSS will provide aerial mapping of the project site. Mapping will be provided at a scale of 1"=40' with one foot contour intervals.

2.1.2 Supplemental Topography

DSS will perform field topography to supplement the photogrammetric mapping.

2.1.3 Utility Mapping

The Consultant will contact all of the utility providers in the area to request updated information of their facilities. The Consultant will prepare letters on County letterhead and exhibits showing the project area and request confirmation of utility facilities ("A" letters). The Consultant will perform potholing as required to determine exact depth and

location of utilities in the vicinity of the proposed facilities.

2.2 Geometric Review & Refinement

2.2.1 Prepare Draft Preliminary Bridge Report

This task covers the preparation of the Draft Franklin Blvd. Bridge Replacement Preliminary Study. The consultant shall meet with Caltrans (District 3), The Coast Guard, The Corp of Engineers and the County to review the process and agree on scope and standards for the study.

Primary objectives of the bridge study to be included in the Draft Preliminary Bridge Report are:

- A. Identify possible bridge type alternatives to be used to replace the existing bridge.

New bridge and roadway approaches shall provide adequate width of vehicles, bicycles and pedestrians.

- B. Prepare cost estimates for each of the alternatives
- C. Conduct preliminary environmental screening for each alternative.
- D. Key issues to address during the study:

- Impacts to the public as a result of the closure of Franklin Blvd.

Further, the consultant will participate in two (2) public outreach meetings. Based on these outreach meetings, the consultant shall prepare a Memo summarizing the public outreach meetings, the comments received and a discussion on how comments were incorporated (or not incorporated) into the draft study.

The Consultant shall also provide a Project Fact Sheet.

The consultant shall submit an Administrative Draft of the study to Caltrans and the County for review prior to completing the Draft study. The consultant shall incorporate or resolve all Caltrans and County comments prior to submitting the Draft study.

2.2.2 Prepare Final Preliminary Bridge Report

This task covers the preparation of the Final Franklin Blvd. Bridge Replacement Preliminary Study and includes the incorporation and/or resolution of all Caltrans and County comments on the Draft Preliminary Bridge Report. The Final shall include the bridge type selection for the superior alternative including a detailed cost estimate. The Bridge Report shall be

considered final when it has been approved by the Director of the Department of Transportation, Sacramento County and the Caltrans District 3 Director.

2.3 Value Analysis (VA) Support

Based on guidance in Chapter 19 of the PDPM, and detailed in the Caltrans VA Team Guide and Report Guide, a VA Study will likely be required for this project. The Consultant shall provide a facilitator and the appropriate level of project team support to produce a Caltrans/FHWA approved VA Study. The Consultant will also provide a task to incorporate the outcome of the VA into the plans.

2.4 Permitting

The Consultant shall identify all agencies with permitting authority over any aspects of the project and shall maintain communication and coordination efforts with such agencies throughout all phases of the work. The incorporation of all permitting requirements in preliminary engineering, value engineering, and each design submittal shall be accomplished during the appropriate phases of the work.

2.5 Drainage Report

The Consultant will evaluate and collect relevant local drainage and hydrologic information to assess drainage design requirements within the vicinity of the proposed improvements. The Consultant will perform hydraulic design calculations and prepare a project Drainage Report to meet current Caltrans requirements.

2.6 Storm Water Data Report

The Consultant will assess needs for storm water treatment, identify potential sites and applicable BMP measures, and update the existing PA/ED Phase Storm Water Data Report to comply with current Caltrans and County requirements.

2.7 Traffic Management Plan

The Consultant will evaluate and update the existing Traffic Management Plan as necessary to comply with current Caltrans and County requirements.

2.8 Geotechnical Design & Materials Report

The Consultant will prepare a Geotechnical Design & Materials Report to include recommendations for roadway widening, pavement resurfacing and associated improvements (e.g., embankments, retaining walls, etc.) in the vicinity of the proposed facilities.

2.9 Structures Foundation Report

The Consultant will prepare a Foundation Report to include recommendations for design of the bridge structure. A Foundation Boring Plan shall be developed with the preliminary submittal.

Task 2 Deliverables

- Updated Base Mapping (English units 1" = 40') (County to provide)
- Utility "A" Letter on County letterhead
- (2) Draft & Final Preliminary Bridge Report
- (7) Bridge General Plans & Estimates
- Draft & Final SWDR
- Draft & Final TMP
- Draft & Final Drainage Report
- Draft & Final Geotechnical Design & Materials Report
- Draft & Final Structures Foundation Report & Boring Plan

3.0 RIGHT OF WAY CERTIFICATION ACTIVITIES

3.1 Retracement Surveys

DSS survey staff will incorporate available Caltrans, County and County record mapping to generate existing Right of Way limits. Preliminary Reports, vesting documents, and supporting documents will be acquired.

3.2 Appraisal Mapping

DSS will prepare appraisal mapping for the required acquisitions. Mapping will be prepared to Caltrans Standards. Preparation of plats and descriptions for each property where land acquisitions are required.

3.3 Final Utility Coordination

The Consultant will work with the County and Caltrans to finalize all utility agreements and certifications.

3.4 Record of Survey

DSS will prepare a Record of Survey for all acquisitions.

3.5 Right of Way Record Mapping

DSS will prepare Record mapping for all acquisition parcels. This will take place after acquisition is complete and will document the acquisition. Maps will be processed through Caltrans for review and acceptance.

Task 3 Deliverables

- Draft & Final Appraisal Maps (County to provide)
- Utility Coordination
- Utility Verification

4.1 First Submittal of Plans, Estimate & Draft Specifications (65% Complete, “B” Plans)

Consultant will prepare plans for review by the County. The PS&E shall consist of checked (independently), completed, designed, and detailed plans; special provisions, quantities, and construction cost estimate. The PS&E shall include, but not necessarily limited to, the following:

- a. General Plan Sheet
- b. Structural Detail Sheet
- c. Railing Plan including MBGR approach railings at four bridge corners per Caltrans Standard Plans
- d. Prepare draft contract, and bridge special provisions in accordance with Caltrans requirements. Specifications shall be written to conform to the County’s Standard Construction Specifications. Plans for roadway approaches shall conform to County’s Standard Plan details.
- e. Submit bridge plans, special provisions in accordance with Caltrans requirements
- f. Provide five (5) sets of PS&E for County review

4.3 Second Submittal of Plans, Estimate and Draft Specifications (95% Complete, “C” Plans)

This submittal shall include revisions based on comments from the County,

The consultant shall provide a 95% complete set of plans, estimate and specifications including cross-sections to the County for review.

4.3 Final Submittal of PS&E

This submittal shall include revisions based on comments from the County.

The plans, specifications, and estimate will be prepared in conformance with latest editions of Caltrans "Guide for the Submittal of Plans, Specifications, and Estimates, Standard Plans, and Standard Specifications" in English units.

Consultant shall update the PS&E in response to final County comments and submit for approval for bidding. Design plans, special provisions, and structure design calculations, cost estimate and quantity calculations will be finalized and submitted to the County.

The final submittal shall include review approval and the signature of an independent civil engineer.

Consultant shall provide one set of mylar reproducible plans including electronic copies of the plans in AutoCAD 2010 format. The Contract specifications and special provisions shall be prepared and submitted using Microsoft Word (Office 2007) Version and the construction estimate and contract bid proposal prepared and submitted using Microsoft Excel (Office 2007) Version and a copy of the CD shall be provided to the County.

Task 4 Deliverables

- Electronic and full size Mylar version of the project plans
- Electronic (Word) and paper versions of project specifications
- Electronic (Excel) and paper versions of project estimate and bid proposal

5.0 BIDDING & CONSTRUCTION ASSISTANCE

The Consultant shall complete bidding and construction support for the County.

The County will be responsible for contract administration; however, the Consultant shall provide technical assistance as listed below:

- a. Provide information and assistance to the Department of Transportation in answering questions from bidders as required.
- b. Provide assistance with necessary plan changes to issue as addendums during the bidding period as required.
- c. Attend contract pre-construction meeting.
- d. Coordinate review and approval of shop drawings and falsework design.
- e. Provide ongoing consultation and interpretation of construction documents, as requested.
- f. Review and comment on contract change orders, as requested.
- g. Prepare plan revisions as necessary for contract change orders.
- h. Provide construction engineering assistance as requested.
- i. Provide a resident engineer file.
- j. Attend weekly progress meeting as needed.

COUNTY FURNISHED INFORMATION AND SERVICES

These items are included with this Request for Proposal

- Electronic Files for the existing Franklin Blvd. Bridge
(<http://www.sacdot.com/franklinbridge/>)

The County will do the following items of work:

- Provide “A”, “B”, and “C” plan letterhead to utilities. Facility drawings and plans will be coordinated by Consultant
- Provide an appropriate environmental document with administrative addendums, as necessary
- Obtain all required environmental permits based on the environmental document

V. REQUIRED SERVICES CRITERIA

Coordination of Consultant and County activities will be accomplished through a Consultant Project Manager and a County Project Engineer. The Consultant Project Manager shall not be removed from the project during the course of work without satisfactory justification to the County.

The Consultant shall carry out instructions as received from the County Project Engineer and shall cooperate with the County and any other consultants working on the project.

It is not the intent of the foregoing paragraph to relieve the Consultant of his professional responsibility during the performance of this contract. In those instances where the Consultant believes a better design or solution to the problem is possible, he shall promptly notify the County Project Engineer of these concerns, together with technical justification therefor.

A. ACCURACY AND COMPLETENESS

The consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications, and estimates prepared for this project and shall check all such material accordingly. Reviews by the county do not include detailed review or checking of the design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the consultant.

The estimates, calculations, reports, and other documents furnished under this scope of services shall be of a quality acceptable to the county project manager/engineer. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the design engineer and checker identified. The applicable plan sheets and the title sheets for the specifications, design reports, and estimates shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer responsible for their preparation. The Consultant shall maintain a set of indexed project files.

B. QUALITY CONTROL

The Consultant shall have a quality control plan in effect during the entire time that work is being performed under the contract. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked. All job related correspondence and memoranda that is routed and received by affected persons shall be placed in appropriate indexed job files. The County Project Engineer may request evidence that the quality control plan is functioning. Where several drawings show different work in the same area, means shall be provided to assure that conflicts and misalignment in both new and existing improvements do not exist.

Each submittal of reports calculations, documents and other items submitted to the County for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work. This may be accomplished with a stamp and authorized signature or initials on each submittal and shall be indicated on the transmittal memo accompanying each submittal.

C. VALUE ENGINEERING

All elements of the project will be considered for Value Engineering Studies. To this end, the Consultant shall examine the various elements of this design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings or other advantages can be realized. The statement shall be sufficiently informative to enable the County Project Manger/Engineer to determine whether to undertake a detailed Value Engineering Study or possibly initiate immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

D. MATERIALS

The Consultant and its sub-consultants shall not incorporate in the design any materials or equipment of single or sole source without the written approval of the County. A brand name may be used for material and/or equipment as long as an "or equal" clause is included in the specifications.

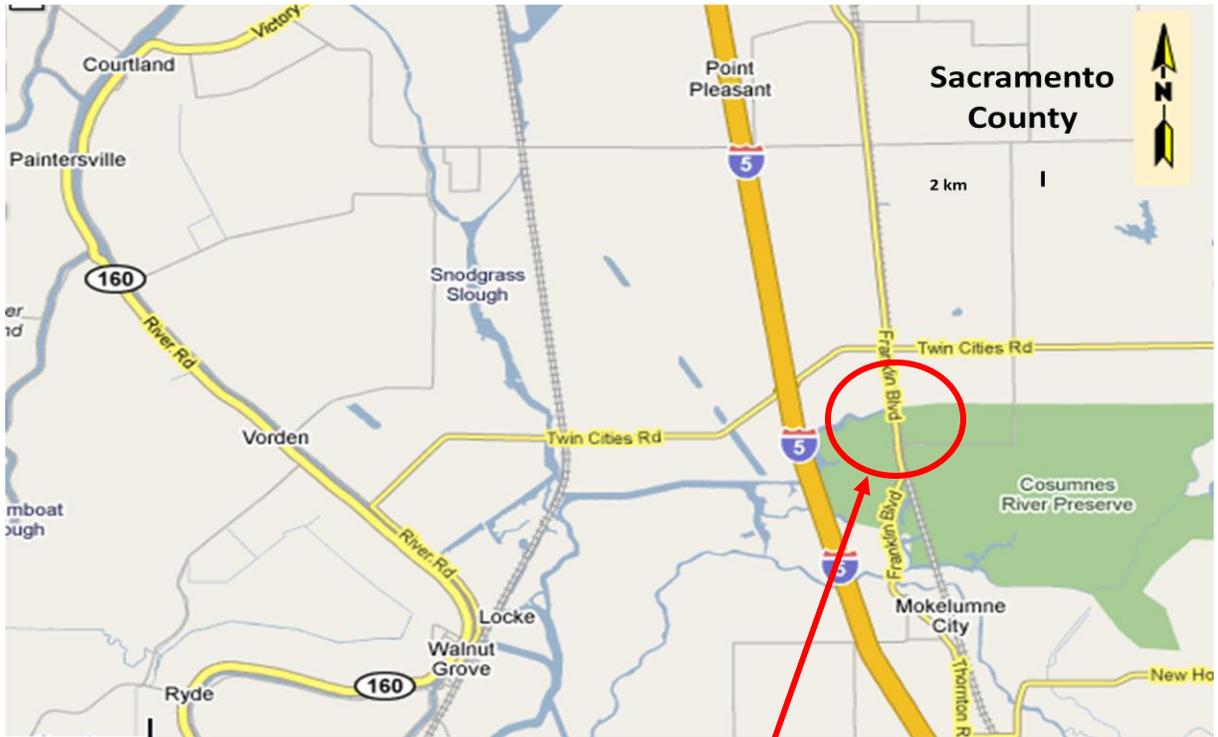
E. AWARD OF CONTRACT

It is anticipated that compensation under any contract resulting from this Request for Proposal (RFP) will be on a time and expense basis at the rates stated in the fee proposal with a total Not-to-Exceed amount. For more information regarding compensation and payment, see Section III, "COMPENSATION" and Section IV, "INVOICING, PAYMENT & NOTICES", in the sample agreement.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, or national origin.

The prospective consultant will be required to adhere to the provisions of a fully executed agreement. Provisions of the agreement shall be based on a standard agreement approved by County Counsel. A sample of this standard agreement is in Appendix F of this RFP.

APPENDIX A – LOCATION MAP



APPENDIX B

GUIDELINES FOR PREPARING A PROPOSAL FOR PROFESSIONAL SERVICES

B1. INTRODUCTION

These guidelines were developed to standardize the preparation of proposals by Consultants for engineering services on a project. The purpose of these guidelines is to help assure consistency in format and content of proposals that are prepared by Consultants and submitted to the County. This process will reduce the time required for the Consultant to prepare a proposal and will simplify the review process by County personnel.

The proposal should contain the following information in the order listed:

1. Introductory Letter
2. Work Plan
3. Schedule of Work
4. Location of the Work
5. Conflict of Interest Statement
6. Insurance Coverage
7. Qualifications and Capability
8. Employment Practices
9. Minority and Women-Owned Business Participation Goals
10. Supportive Information

Items 2 and 7 listed above shall consist of not more than a total of 25 pages. For this purpose each side of a page of paper is considered one page.

B2. RECOMMENDED DETAIL

1. Introductory Letter

The introductory letter should be addressed to:

Michael J. Penrose, Director
Department of Transportation
Municipal Services Agency
County of Sacramento
906 G Street, Suite 510
Sacramento, CA 95814

The firm submitting the proposal shall give its name, mailing address, telephone number, FAX number and the name of an individual to contact if further information is desired. This letter

should contain a statement of the Consultant's basic understanding of the project. This should be based on existing information available in the Request for Proposal, from a site visit, and from applicable regulations or requirements. This letter should also contain an expression of the Consultant's interest in the work, a statement regarding the qualifications of the Consultant to do the work, and any summary information on the project team or the Consultant that may be useful or informative to the County.

2. Work Plan

The work plan will ultimately become part of the contract by reference to the proposal. It should describe in a specific and straightforward manner the proposed approach to achieving the objectives and accomplishing the tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented through a logical, innovative and rational plan. At a minimum, the work plan shall divide the work into phases matching the description of work in Section IV of this RFP. The work may be further broken down into additional phases as deemed appropriate by the consultant. **THE PLAN SHOULD DESCRIBE EACH PHASE OR TASK OF THE WORK TO BE UNDERTAKEN INCLUDING THE MAN-HOUR LEVEL OF EFFORT FOR EACH CLASS OF PERSONNEL AND FOR EACH SUB-CONSULTANT.** The work plan should provide information as to the approximate percent complete of the base work and a clear description of the tasks needed to bring the base work through to completion, in accordance with County and Caltrans standards and to achieve approval of the work by the County and Caltrans. The plan should detail the prosecution of the work including the submission of plans, documents, reports, etc. The results are expected to be presented in terms of the language and working tools of the practicing engineer or administrator so as to be immediately useful.

3. Schedule of Work

The prospective consultant shall prepare a comprehensive schedule to reflect the time, in terms of working days required to complete each of the activities listed in the Scope of Services. A schedule should be included showing each activity when that activity will begin and how long it will continue. Give the completion date of each activity and identify activities that are interdependent. The schedule shall clearly differentiate between those functions carried out by the Consultant, the County, Caltrans, and other interested parties.

In addition to the working day scheduled described above, the consultant shall provide a milestone schedule with estimated and anticipated calendar dates for the major project activities.

4. Location of the Work

Identify the location(s) of the offices where the Consultant and any sub-consultants will accomplish the work. If the Consultant's headquarters is not in Sacramento, provide evidence of the length of time the firm has maintained an office in the Sacramento area.

5. Conflict of Interest

The prospective consultant shall disclose any actual, apparent or potential conflicts of interest that may result from any financial, business or other relationship with the County or property owners that may have an impact upon the outcome of this contract or the County construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or the County construction project that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any property owners or any construction companies that might submit a bid on the County construction project.

6. Insurance Coverage

The prospective consultant shall provide a summary of the firm's present and proposed insurance coverage for Comprehensive General Liability Insurance, Professional Errors and Omissions Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance.

For additional information regarding insurance requirements, see Appendix C, "General Information".

7. Qualifications and Capability

Identify the key individuals, including sub-consultants who are proposed to be part of the team along with their qualifications and experience as related to the project. Experience on similar or related projects should be included. Specifically include work related to Caltrans District 3 and project references that can be contacted. The information should include the expected amount of involvement and time commitment for each of these individuals. The Proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the schedule outlined in the Proposal. The Consultant shall clearly identify the project team to the extent that individual staff members are clearly defined at each stage of the design.

Experience has shown that having key individuals stay with design projects throughout the design period can be beneficial in keeping projects on schedule and under budget. For each key individual identified to work on the project, information shall be provided as to the length of time that individual has worked for the consultant firm. If the time worked for the firm is less than four years, additional information about the length of time the individual has worked for previous firms shall be provided.

Any change in key personnel after the award of a project must be approved by the Chief of the Design Section of the County's Department of Transportation before the change is made.

Describe the Consultant's capability for actually undertaking and performing the work. Types and locations of similar work performed in the last three years that best characterizes the quality and cost control of the Consultant should be included. Names and phone numbers of individuals that can provide information related to work quality and cost control should be provided. Other resources, including management and organization capabilities, should be addressed.

8. Employment Practices

The prospective consultant shall provide a brief summary/outline of the composition of the firm's workforce. The summary should identify both professional and support staff and indicate gender and race. The prospective consultant shall provide a summary of the firm's employment and promotion policies and procedures, including any equal employment opportunity and affirmative action policies.

9. Solicitation of Sub-consultants, Subcontractors, other Service Providers & Suppliers

If the prospective consultant intends to solicit sub-professionals and/or quotes for certain tasks on this project from qualified sub-consultants, subcontractors, other service providers and suppliers, the County expects the consultant to solicit qualified firms in the local business community for such services and supplies. The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women-owned firms, and small and local businesses in the Sacramento community. The consultant shall not illegally discriminate the solicitation process.

Substitution of any sub-consultants, subcontractors, other service providers and suppliers identified in the proposal upon which the agreement is based shall not be made without the written consent of the County.

9.1 Disadvantaged Business Enterprise (DBE)

9.1.1 Terms As Used In This Document

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

9.1.2 Authority & Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (Title 49 CFR 26.5, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). Consequently, the DBE requirements of Title 49 CFR Part 26.5 apply to this Agreement.
- B. The CONSULTANT shall ensure that DBE's and small businesses, as defined in Title 49, Part 26.5 (Code of Federal Regulations, CFR), have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT and/or its sub-consultant(s) shall take all necessary and reasonable steps for this assurance. The CONSULTANT and/or its sub-consultants shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of Federally assisted contracts.
- C. The CONSULTANT and/or its sub-consultant(s) are encouraged to use services offered by financial institutions owned and controlled by DBEs.

9.1.3 DBE Participation General Information

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The proposer shall list only one sub-consultant for each portion of work as defined in their proposal and all DBE sub-consultants should be listed in the bid/cost proposal list of sub-consultants.
- G. A prime sub-consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE sub-consultants.

9.14 Submission of DBE Information

The CONSULTANT and/or its sub-consultant(s) is advised to complete the attached DBE related forms and certification and disclosure requirements (Attachment A)

EXHIBIT 10-02: - Local Agency Proposer DBE Information (Consultant Contracts) plus the instruction page (Total = 2 pages).

EXHIBIT 10-P:- Non-lobbying Certification For Federal-Aid Contracts (1 Page).

EXHIBIT 10-Q: - Disclosure of Lobbying Activities plus the instruction page (2 Pages).

EXHIBIT 17-F (2 Pages)

10. Supportive Information

Supportive information may include graphs, charts, photographs, resumes, references, etc. and is to the Consultants complete discretion.

B3. FEE PROPOSAL FORMAT

After selection of the consultant, a separate detailed fee proposal shall be prepared for each of the activities listed in the Scope of Services along with a summary of all costs. The fee proposal shall follow the criteria and format outlined in the "Sample Fee Proposal". If sub-consultants are to be used, the selected consultant must indicate the cost of the applicable subcontract including any markup that the prospective consultant plans to take on sub-consultants. The breakdown of subcontract costs shall follow the same format provided in the "Sample Fee Proposal".

SAMPLE FEE PROPOSAL

Note: A detailed fee proposal shall be prepared for each of the activities listed in the Scope of Services for this project. The Consultant shall list all job classifications pertinent to the project activities - those listed below are only a sample. The job classifications used shall match those used when submitting billings during the course of the design process.

PHASE #2 - LAYOUT PLANS

| DIRECT LABOR | HOURS | RATE | EXTENSION |
|--|--------------|-------------|------------------|
| Project Manager | _____ @ | _____ | _____ |
| Staff Assistant | _____ @ | _____ | _____ |
| Technician | _____ @ | _____ | _____ |
| Clerical | _____ @ | _____ | _____ |
| Subtotal | | | \$_____ |
| OVERHEAD AND FRINGE BENEFITS | | RATE | EXTENSION |
| Overhead Rate | | _____ | _____ |
| Fringe Benefits | | _____ | _____ |
| Subtotal | | | \$_____ |
| OTHER COSTS | | | |
| Travel Costs (Mileage only) | | | _____ |
| Equipment and Supplies (Itemized) | | | _____ |
| Other Direct Costs (Itemized) | | | _____ |
| Subtotal | | | \$_____ |
| FEE (Profit) | | | \$_____ |
| TOTAL FEE - Phase #2 - Layout Plans | | | \$_____ |

Indicate percentage used and basis - e.g. 9% of labor & overhead & fringe benefits

APPENDIX C

GENERAL INFORMATION

1. Proposal for Professional Services (PPS) Submittal

Six (6) copies of the Proposal for Professional Services (PPS) shall be submitted in response to this Request for Proposal (RFP).

2. Late Submittal

A PPS is late if received at any time after the required submittal date and time. PPSs received after the specified time will not be considered and will be returned to the proposing firm.

3. Modification or Withdrawal of Submittal

Any PPS may be withdrawn or modified by written request of the proposing firm prior to the date and time specified above for receipt of PPSs. To be considered, however, the modified PPS must be received by the time and date specified above.

4. Written Questions

Written questions should include the individual's name, the name and address of the firm, and must reference this RFP. Questions should be mailed to the following address:

County of Sacramento
Municipal Services Agency
Department of Transportation
906 G Street, Suite 510
Sacramento, CA 95814
Attention: Scott Werth

Telephone No. (916) 874-5259
Cell Phone No. (916) 599-8197
FAX No. (916) 874-7831

5. Signature

The PPS shall be transmitted with the introductory letter that must be signed by an official authorized to bind the prospective consultant contractually and contain a statement that the PPS is a firm offer for a 90-day period.

The signed introductory letter constitutes certification by the prospective consultant, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, Code of Federal Regulations (CFR) and also constitutes certification under penalty of perjury, that the prospective consultant complies with nondiscrimination requirements of the State, the Federal Government as specified in Section III.A.8. above and provisions of the

Regulations of the United States Department of Commerce (Part 8, Subtitle 15, CFR) issued pursuant to the Civil Rights Act of 1964.

An unsigned PPS, or one signed by an individual not authorized to bind the prospective consultant, will be rejected.

6. Insurance

The Consultant shall provide a summary of the firm's present and proposed insurance coverage [comprehensive general liability, professional liability (errors & omissions), automotive, and workers' compensation] for this project. Minimum limits of coverage are as follows:

| | |
|-----------------------------------|-----------------------------------|
| Professional Errors and Omissions | \$1,000,000 |
| Comprehensive General Liability | \$1,000,000 combined single limit |
| Automobile Liability | \$1,000,000 combined single limit |
| Worker's Compensation | (in accordance with State laws) |

Prior to commencement of the work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

That the insurer will not cancel the insured's coverage without 30 days prior written notice to the County.

That the County will not be responsible for any premiums or assessments on the policy.

The Consultant agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Consultant agrees to provide, at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the County. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, the County may in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

7. Property Rights

A PPS received within the prescribed deadline will become the property of the County and all rights to the contents therein become those of the County.

8. Confidentiality

Prior to award of the contract, a PPS will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of a PPS, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the PPS confidential will be regarded as noneffective and will be disregarded.

9. Amendments to Request for Proposal

The County reserves the right to amend the RFP by addendum prior to the final PPS submittal date.

10. Non-Commitment of County

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a PPS for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all PPSs received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

11. Work Accomplished by County Staff

The County at its own discretion may at any time determine that some portion of the agreed upon scope of services will be accomplished by County staff.

12. Execution of Contract

The prospective consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Consultant and the County.

13. Public Domain

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

APPENDIX D - CONSULTANT SELECTION PROCEDURE AND EVALUATION CRITERIA

Use of a pre-qualified list of consultants has not been used for selection of firms invited to propose for this projects. Instead, any qualified consultant engineering firm is welcome to submit a proposal on this project.

1. Proposal Review

Each Proposal will be reviewed and evaluated by an evaluation panel composed of the County's Project Manager, Project Engineer, and a representative from the County's Construction Management and Inspection Division to determine if it meets the proposal requirements contained in Guidelines for Preparing a Proposal for Professional Services and the Required Services Criteria. Failure to meet the requirements of the Request for Proposal (RFP) will be cause for rejection of the Proposal.

The County may reject any proposal if it is conditional, incomplete, or contains irregularities. The County may allow a minor deviation from the requirements of this RFP. Allowance of a minor deviation shall not modify the RFP documents or excuse the proposing firm from full compliance with the contract requirements if the proposing firm is recommended for award of the contract.

2. Oral Interview

At the discretion of the County's Project Manager, the selection process may include an oral interview with prospective firms. If it is determined that oral interviews are necessary, the firms will be notified in advance of the time and place of the oral interview. Firms will also be notified of additional information, if any, to be submitted at the oral interview. Firms, which fail to appear at the interview, will be considered non-responsive, and the firm will be eliminated from any further consideration.

3. Selection and Negotiations

The proposal and oral interview will be evaluated by the evaluation panel using the "Consultant Evaluation Criteria" provided in this Appendix. Upon selection of the most qualified firm, a detailed cost proposal will be requested from the selected firm. A separate detailed cost proposal shall be prepared for each of the activities listed in the Scope of Services section of this RFP and a summary cost proposal of all costs. Refer to Appendix B for cost proposal format. The proposed contract will then be negotiated between the County and the most qualified firm. If agreement is reached, the firm will be recommended for award, subject to approval by the County Board of Supervisors. If there are unresolved issues and negotiations are unsuccessful, negotiations with the first ranked firm will be formally terminated. A cost proposal will be requested from, and negotiations will be entered into with the next most qualified firm.

THE PROSPECTIVE CONSULTANT IS ADVISED THAT SHOULD THIS RFP RESULT IN RECOMMENDATION FOR AWARD OF A CONTRACT, THE CONTRACT WILL NOT BE IN FORCE UNTIL IT IS APPROVED AND FULLY EXECUTED BY THE COUNTY.

CONSULTANT EVALUATION CRITERIA

CRITERIA

1. Consulting firm and all sub-consultant's capabilities and specializations
2. Qualifications and experience of project managers and key staff including recent experience on similar projects within Sacramento County or for Caltrans
3. Project understanding including status of current plans and documents and what is needed for successful completion of PS&E and associated documentation.
4. Project creativity, uniqueness, and innovation potentially improving project design, decreasing costs or other concepts that would result in earlier completion of project PS&E.
5. Location of office(s) and staff where work is to be performed.
6. Project schedule accuracy and timeliness.
7. Estimate of work effort accuracy and efficiency.

APPENDIX E

SAMPLE AGREEMENT

INSERT NAME OF CONTRACTING ENTITY e.g.:

COUNTY OF SACRAMENTO

MUNICIPAL SERVICES AGENCY **or** INTERNAL SERVICES AGENCY

AGREEMENT FOR

TITLE

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between the **insert appropriate name of contracting agency** and **name of contracting party and nature of entity** hereinafter referred to as **enter consultant abbreviation and change globally throughout.**

RECITALS

when being approved by a director, insert appropriate authority paragraphs

WHEREAS, COUNTY has determined that it is necessary to retain CONSULTANT to **reason for contracting**; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation to be provided herein **(or other reason)**; and

insert appropriate recital options re 71-J, 31000, selection process, grant language, etc.

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$20,000.

WHEREAS, COUNTY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONSULTANT agree as follows:

1. **SCOPE OF SERVICES**

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be **DATE**. **insert extension option for board-approved agreements**

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

TO CONSULTANT:

Attn: Project Manager
Address

Attn:
Firm Name
Address

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES AND PERMITS

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts.

CONSULTANT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. **PREVAILING WAGES**

This provision may be deleted if services are not a/e design or construction-related.

CONSULTANT shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. **PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

9. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

10. **STATUS OF CONSULTANT**

OPTION 1

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be

performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.

OPTION 2

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have:
- (1) Any entitlement as a COUNTY employee.
 - (2) Except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. Notwithstanding CONSULTANT'S status as an independent contractor, COUNTY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY'S liability under said laws and does not abrogate CONSULTANT'S status as an independent contractor as described in this Agreement. Further, CONSULTANT is not included in any group covered by COUNTY'S present agreement with the federal Social Security Administration.

OPTION 3

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that COUNTY shall withhold seven percent (7%) of all income paid to CONSULTANT under this agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

11. CONSULTANT IDENTIFICATION

CONSULTANT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.

COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT

REPORTING OBLIGATIONS *keep/delete based on ordinance applicability*

CONSULTANT shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. CONSULTANT shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Failure to comply with state and federal reporting requirements regarding CONSULTANT'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by the COUNTY shall be grounds for termination of this Agreement.

12. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY, CONSULTANT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

13. RETIREMENT BENEFITS/STATUS *(Required of retired County employees)*

CONSULTANT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned

as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONSULTANT'S provision of services under this Agreement.

14. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

15. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to COUNTY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

16. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONSULTANT agrees and assures COUNTY that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

17. **INDEMNIFICATION**

insert appropriate option--this is standard

CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

this is A/E AB 573 option

For work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless the COUNTY OF SACRAMENTO, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, but only to the extent of the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONSULTANT or the CONSULTANT'S subconsultants or subcontractors.

this is professional option

- A. For work or services provided under this Agreement, which are not professional services, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers.
- B. For professional services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement.

18. INSURANCE

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

19. INFORMATION TECHNOLOGY ASSURANCES

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

as applicable, insert web accessibility policy provision

as applicable, insert good neighbor policy provision

20. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a **monthly basis for services performed during the previous month**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONSULTANT has obtained prior written COUNTY approval to the contrary.
- D. CONSULTANT shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this

Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

21. LEGAL TRAINING INFORMATION keep/delete as appropriate

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

22. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subconsultant whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY.

23. AMENDMENT AND WAIVER

- A. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.
- B. This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$20,000.

24. **SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

25. **TIME**

Time is of the essence of this Agreement.

26. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

27. **DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of the Department of Transportation, or his/her designee.

28. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

29. **TERMINATION**

A. COUNTY may terminate this Agreement without cause upon [REDACTED] days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the

time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. **COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.**
- D. If this Agreement is terminated by COUNTY under paragraph (A) or (C) above:
1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.
 2. CONSULTANT shall deliver to COUNTY copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.
- F. The Director has authority to terminate this Agreement under paragraphs (A), (B), or (C), above. **Delete this option for director-approved**

agreements as not applicable—use only in board-approved agreements. If used, this must be disclosed in board letter.

30. REPORTS

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

31. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as COUNTY deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY'S request at COUNTY'S expense. COUNTY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

32. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

33. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

34. FORCE MAJEURE

Neither CONSULTANT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

35. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

36. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

37. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

insert appropriate signature blocks

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL

OR

Contract and Consultant Tax Status Reviewed and Approved by County Counsel

By: _____
Deputy County Counsel

Date: _____

Prepared by: _____

Therese A. Prowse, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Sacramento County Municipal Services Agency
Phone: (916) 874-4102

and insert file name/path

EXHIBIT A to Agreement
between _____ and _____

SCOPE OF SERVICES

1. SERVICE LOCATION(S) *keep/delete as appropriate*

Facility Name(s): FACILITY
Street Address: STREET
City and Zip Code: CITY

2. REQUEST FOR PROPOSAL AND CONSULTANT'S PROPOSAL

use appropriate option and revise accordingly

A. The scope of services to be provided by this Agreement consists of those services set forth in CONSULTANT'S Proposal dated _____ attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

OR

A. The scope of services to be provided by this Agreement are those services identified in COUNTY'S Request for Proposal (RFP) dated _____, and CONSULTANT'S Proposal dated _____. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

AND

B. The COUNTY'S Director or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of COUNTY.

3. SCHEDULE

CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to the COUNTY as stated in the _____ or as mutually adjusted with COUNTY'S Project Manager.

OR

CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between COUNTY and CONSULTANT.

4. **RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE**

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. COUNTY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT'S services and of the project.
- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

5. **AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. **PUBLICATION OF DOCUMENTS AND DATA**

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONSULTANT.

7. **PROJECT PERSONNEL**

In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made.

Key contacts for this project shall be as follows:

COUNTY: NAME:
 PHONE:
 FAX:
 E-MAIL:

CONSULTANT: NAME:
 PHONE:
 FAX:
 E-MAIL:

EXHIBIT B to Agreement
between _____ and _____

COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS

*insert appropriate insurance options/requirements
this is basic exhibit for a/e firms only*

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONSULTANT shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall

apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

| | |
|-----------------------------|-------------|
| General Aggregate: | \$2,000,000 |
| Products Comp/Op Aggregate: | \$2,000,000 |
| Personal & Adv. Injury: | \$1,000,000 |
| Each Occurrence: | \$1,000,000 |
| Fire Damage: | \$ 100,000 |

Building Trades CONSULTANTS and CONSULTANTS engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project). keep/delete as appropriate

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and

aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. COUNTY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONSULTANT shall maintain all insurance coverages in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to COUNTY. For non-payment of premium 10 days prior written notice of cancellation is required.

8. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its

officers, directors, officials, employees, or volunteers.

- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- d. **SEVERABILITY OF INTEREST:** CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.

9. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

10. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

11. Property keep/delete as appropriate

COURSE OF CONSTRUCTION (COC) WAIVER OF SUBROGATION: Any Course of Construction (COC) policies maintained by CONSULTANT in performance of the Agreement shall contain the following provisions:

- a. COUNTY shall be named as loss payee.
- b. The insurer shall waive all rights of subrogation against COUNTY.

INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine insurance policies maintained by CONSULTANT in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against COUNTY.

12. Notification of Claim

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONSULTANT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between _____ and _____

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ _____

| Compensation Summary | |
|--|--|
| <i>INSERT APPROPRIATE INFORMATION</i> | |
| | |
| | |
| | |
| | |
| Total | |

2. COMPENSATION COMPONENTS

use appropriate options

3. ITEMIZED TASKS AND SUBTASKS

If CONSULTANT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. CONSULTANT shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

CONSULTANT shall immediately notify the COUNTY'S Project Manager in writing of any work that the COUNTY requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONSULTANT shall notify COUNTY'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. **SUBMISSION OF INVOICES**

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Address

ATTN: Project Manager

CONSULTANT shall include the following information on all invoices:

1. **Contract Number** _____
2. **Project Name** _____
3. **Date of Invoice Submission**
4. **Time Period Invoice Covers**
5. **Services Provided and Respective Compensation Requested**
6. **Any other information deemed necessary by CONSULTANT and/or COUNTY.**

COUNTY may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONSULTANT, which shall be effective upon receipt.

7. **PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to CONSULTANT at the following address:

CONSULTANT'S Name

Address

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

Attachment A

**INSTRUCTIONS - SACRAMENTO COUNTY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 05/09)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

This form must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year ___ quarter ___
date of last report _____

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature _____ Value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL,

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Put Exhibit 17-F (2-Pages)

Attachment B
 Detour for Franklin Blvd. Bridge Deck Repair Project

Franklin Blvd Bridge (24C0155)



Vicinity Map

(1.8 miles north of the San Joaquin County Line)
 Highway Agency District 03
 Thomas Bros. : 417-J3



Detour Map

| | | | | | | | | |
|--|---------------|--|-------|--|-----------------------------|------|--|---|
| | W20-2 | | SC3 | | USE Deshaund Rd | SP-1 | | Type III Barricade |
| | M4-10 (RT/LT) | | W20-3 | | USE Braceville Rd | SP-2 | | Note: Offset barricades to allow vehicles to pass |
| | M7-8a | | R11-2 | | Franklin Blvd BRIDGE CLOSED | SP-3 | | |

(Place on Barricades)