REQUEST FOR PROPOSAL

Professional Engineering Services

HAZEL AVENUE IMPROVEMENTS IN THE VICINITY OF THE STATE ROUTE 50 INTERCHANGE

September 2009

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
The project alternatives shall include the design of a six lane facility on Hazel Avenue south of Folsom Boulevard by extending and grade separating Hazel Avenue over both the light rail tracks and Folsom Boulevard. The extension south of the light rail grade separation will continue to a future intersection with Easton Valley Parkway, which is part of the Easton Specific Plan recently approved by the County of Sacramento. Two separate phases have been proposed for design and construction: “Easton Jughandle Project” and this phase, the “Hazel Avenue Improvements in the Vicinity of State Route 50 Interchange”. The “Hazel Avenue Improvements in the Vicinity of State Route 50 Interchange” proposed improvements include the following:

- Modification to the freeway ramps on the south side of the interchange
- Extension of Hazel Avenue as a six lane facility south of SR 50 and Folsom Blvd. to the “jughandle” (Atlanta Street) intersection.
- Construction of a grade separation at the Hazel Ave. / Folsom Blvd. intersection
- Connection to the “jughandle” connection constructed in the “Easton Jughandle Project.”

2. LOCATION:
The proposed roadway and bridge improvements will be located on Hazel Avenue in the vicinity of the Hazel Avenue / State Route 50 interchange.

3. REQUESTED SERVICES:
Consultant services to perform all work necessary to define the project, produce all necessary documents required to obtain approval of the PSR and prepare cost estimates – all acceptable to the County of Sacramento, Caltrans and FHWA. In addition, the Consultant shall be responsible for the preparation, submittal and approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.).

4. SOURCES OF FUNDING:
Federal RSTP, State STIP, Local Development Fee, Measure A and Regional Partnership Funds

5. PROJECT MANAGEMENT:
Pat Carpenter, P.E., Principal Civil Engineer
County of Sacramento, Municipal Services Agency, Department of Transportation,
906 G Street, Suite 510, Sacramento, CA 95814
Telephone: (916) 874-7267, E-mail: carpenterp@saccounty.net

6. PROJECT ENGINEER:
7. **PROPOSAL DUE DATE:**
   No later than 5:00 p.m. on Friday, October 23, 2009.

8. **TYPE OF PROPOSAL REQUIRED:**
   In accordance with County of Sacramento, Caltrans and FHWA guidelines as detailed in this Request for Proposal.

9. **REMARKS:**
   For assistance with proposal preparation, please contact Patrick Carpenter, at (916) 874-7267 or Cell phone - (916) 747-1768.
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I. INTRODUCTION

This Request for Proposal (RFP) solicits Proposals for Professional Services (Proposal) from engineering firms to produce all necessary documents required to obtain approval of the PSR for the Hazel Avenue Improvements in the Vicinity of the State Route 50 Interchange in Sacramento County.

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 5:00 p.m. on Friday, October 23, 2009.

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

Attention: Patrick Carpenter
(916) 874-7267
(916) 747-1768 - 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 documents required to obtain approval of the PSR of the Hazel Avenue Improvements in the Vicinity of the State Route 50 Interchange. The work shall include preparation, submittal and approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.) in accordance with County of Sacramento, Caltrans and FHWA guidelines.

Hazel Avenue Improvements in the Vicinity of the State Route 50 Interchange:

The proposed project is to extend a six lane facility south of Folsom Boulevard by extending Hazel Avenue and grade separating the light rail tracks, heavy rail track, Folsom Boulevard, and a future public street adjacent to the south railroad right-of-way. The extension south of the light rail grade separation will continue to a future intersection with Easton Valley Parkway, which is part of the Easton Specific Plan recently approved by the County of Sacramento. Ultimately, Easton Valley Parkway will extend to White Rock Road via the planned Rancho Cordova Parkway located in the Westborough Specific Plan in the City of Rancho Cordova.

Modifications to the interchange will include revisions to the current ramp configurations as well as structure modifications. Access to Folsom Boulevard can be maintained through the construction of a “jughandle” connection road off extended Hazel Avenue which will require a relocation of the current at-grade crossing at Hazel Avenue with the light rail tracks. Traffic on Folsom Boulevard can access eastbound US 50 via the jughandle connection to northbound Hazel Avenue and a modified eastbound loop on-ramp (just north of the Hazel eastbound off-ramp). Traffic destined for westbound US 50 or Hazel Avenue north of the interchange will have direct access from Folsom Boulevard to northbound Hazel Avenue by way of a direct slip on-ramp to the overcrossing structure from eastbound or westbound Folsom Boulevard.

The weaving distance between the westbound on-ramp and the intersections of Tributary Point and Gold Country Run Way would need to be evaluated to determine if additional improvements are needed to the westbound ramps.

The existing Hazel Avenue Overcrossing of US 50 has a non-standard vertical profile and will ultimately need to be replaced to provide adequate stopping sight distance on Hazel Avenue over the structure. Interim improvements need to be evaluated to determine if the profile of the extension can be constructed in a fashion to allow the overcrossing to stay in place for the near term and allow the grade separation of Folsom Boulevard and the light rail tracks to be constructed for the ultimate configuration.

The eastbound on-ramp spacing with the existing isolated Aerojet offramp east of Hazel Avenue has nonstandard spacing. The operation of the existing eastbound Aerojet off-ramp needs to be taken into consideration when designing this new project.
The County of Sacramento Department of Transportation is currently designing the first phase of improvements on Hazel Avenue south of the State Route 50 interchange and construction of the “jughandle”. Improvements include:

- Intersection improvements at two intersections: Hazel Avenue/Folsom Boulevard and the proposed intersection of the Easton Jughandle/Folsom Boulevard. Intersection improvements include widening to accommodate all of the ultimate turning movements as determined by project traffic study. Intersection improvements also include traffic signals, lighting and interconnect as well as sidewalk ramps and complete ADA upgrades.
- Modifications to the existing emergency traffic signal at the fire station.
- Frontage improvements on Folsom Boulevard from approximately 1900’ west of Hazel Avenue to approximately 400’ east of Hazel Avenue.
- Roadway improvements necessary to accommodate widening the at grade railroad crossing if needed adjacent to the intersection of Hazel Avenue/Folsom Boulevard.
- Roadway improvements include sidewalk, street lighting and landscaping along the north side of the roadway and landscaping and street lighting along the south side of the roadway.
- Roadway improvements necessary to accommodate a new at grade railroad crossing adjacent to the proposed intersection of the Easton Jughandle/Folsom Boulevard.

The “jughandle” design and the design of the four lane Hazel Avenue improvements from the at-grade crossing over the tracks to the jughandle intersection will be by the Developer. The design of the signal at the Hazel Avenue/ jughandle intersection will be by the Developer. The Developer’s work described above will be added to SacDOT’s design and will be bid as one public project.

The improvements installed at the at grade crossing at Hazel Ave. and Folsom Boulevard, the at grade crossing of Hazel Ave. over the light rail and heavy rail and the Hazel Avenue improvements from Folsom Boulevard to north of the “jughandle” intersection will be removed and replaced with the grade separated crossing over Folsom Blvd. and the railroad tracks with the “Hazel Avenue Improvements in the Vicinity of the State Route 50 Interchange project.”

PROJECT BACKGROUND

The Hazel Avenue extension to Easton Valley Parkway and ultimately White Rock Road is a priority improvement within the sub-region surrounding US 50 in eastern Sacramento County. Through the efforts of the 50 Corridor Mobility Partnership, preliminary studies were initiated by Psomas and Associates to identify potential improvements to the interchange and the extension of Hazel Avenue south beyond Folsom Boulevard. Electronic files of the preliminary work performed by Psomas and Associates are posted on DOT’s website [www.sacdot.com](http://www.sacdot.com). The purpose of these improvements along with other priority improvements identified by the partnership is to relieve congestion on US 50 and accommodate planned growth as identified by the adopted SACOG Blueprint and Regional Transportation Plan.
On January 28, 2009, the Sacramento County Board of Supervisors approved the General Plan Amendment, Zoning Ordinance, Tentative Subdivision map and Affordable Housing Plan for Easton Place and Glenborough at Easton (Control No.: 20040035). The project is located on approximately 6,699 acres of land owned by Aerojet General Corporation (Aerojet) in eastern Sacramento County. The project identifies the following roadway improvement trigger conditions:

96. Within three months of the issuance of the building permit for the 1st EDU, the applicant shall initiate or cause to be initiated an agreement with the County to advance the required funds for the preparation of the Project Study Report (PSR)/Project Report (PR) for improvements to the Hazel Avenue/US 50 interchange and Folsom Boulevard grade separation mitigation measures as identified by the traffic analysis appended to the Draft EIR and incorporated by reference into the Final EIR.

97. The applicant shall enter into an agreement with the County to advance the required funds for project development, preparation of environmental documents, project design and construction for the interim improvements at the Hazel Avenue and Folsom Boulevard intersection. These interim improvements include a) the restriction of the northbound and southbound left turn movements at this intersection and b) the jug handle connection between Hazel Avenue and Folsom Boulevard in the southwest quadrant of this intersection as shown in the Easton Place Land Use Master Plan. Construction of the interim improvements shall be completed prior to issuance of the 250th EDU building permit, calculated according to the table E-8 for equivalent dwelling unit identified in the November 14, 2008 “Draft Report – Glenborough at Easton and Easton Place Public Facilities Financing Plan”. The jug handle connection shall be constructed to the ultimate width and configuration. Portions of the interim improvements that are not part of the ultimate improvements of the Hazel Avenue/Folsom Boulevard interchange may be non-reimbursable through the SCTDF program. These improvements shall be constructed to the satisfaction of DOT. The EDU trigger for this improvement may be increased at the discretion of the Director of the DOT as additional detailed traffic analysis is completed.

98. Prior to the issuance of building permits for 3001 EDU’s, calculated according to the table E-8 for equivalent dwelling unit identified in the November 14, 2008 “Draft Report – Glenborough at Easton and Easton Place Public Facilities Financing Plan” within the Easton Project:

a. The Hazel Avenue/Folsom Boulevard/US 50 interchange improvements shall be constructed (as identified in the PSR/PR) including but not limited to the appropriate turn pockets, through lanes, ramp modifications, high-occupancy vehicle bypass lanes, auxiliary lanes as well as grade separation of Hazel Avenue over Folsom Boulevard and the light rail tracks to the satisfaction of DOT. (FEIR Mitigation Measure TC-2c/TIS Mitigation No. 13, 25, 70, 71) at the time these improvements are made, Hazel Avenue shall be extended and connected to Easton Valley Parkway. The EDU trigger for this improvement may be increased at the discretion of the Director of the DOT as additional detailed traffic analysis is completed. If the updated SCTDF program is not in
effect or the above improvements are not included in the updated SCTDF program, then the project shall pay fair share (61%) for these improvements.

99. Prior to the issuance of building permits for 6001 EDU’s, calculated according to the table E-8 for equivalent dwelling unit identified in the November 14, 2008 “Draft Report – Glenborough at Easton and Easton Place Public Facilities Financing Plan” within the Easton Project:

a. **Modify the traffic signal and install a second exclusive northbound left turn and right turn lane with right turn overlap phasing at the Aerojet Road and Folsom Boulevard intersection to the satisfaction of DOT. (FEIR Mitigation Measure TC-3g/TIS Mitigation 26a)**

The Hazel Avenue extension will provide an alternate, more direct route of local and regional traffic, some of which originates in Placer County and is destined for the employment center in Rancho Cordova south of US 50 and west of Sunrise Boulevard.

**EXISTING FACILITY**

Highway 50 is an eight-lane freeway between Sunrise Boulevard and Folsom Boulevard which includes a high occupancy vehicle (HOV) lane in each direction. Hazel Avenue is a major north-south arterial that terminates south of Highway 50 at the intersection of Folsom Boulevard.

Hazel Avenue is currently being widened from four to six lanes between State Route 50 and Curragh Down Drive. Hazel Avenue is anticipated to be widened from four to six lanes between Curragh Downs Drive and Madison Avenue. Construction is anticipated to begin in 2013.

Folsom Boulevard is a four-lane arterial that is adjacent to the Regional Transit corridor. The Regional Transit light rail system serves commuters between Downtown Sacramento and Folsom. A private driveway extends south of the intersection of Folsom Boulevard and Hazel Avenue into the Aerojet facility. An at-grade crossing of the Light Rail tracks cross the driveway at the entrance to the Aerojet facility.
III. CONSULTANT QUALIFICATIONS

The prime consultant firm and subconsultants 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 MicroStation (current CalTrans requirement), PDF format, and reproducible copies.

3. The prime consultant must be familiar with and provide electronic copies of the specifications in Microsoft Word and copies of the estimates in Microsoft Excel.
IV. SCOPE OF SERVICES

For all work products, the Consultant shall perform all work necessary to define the project, produce all necessary documents required to obtain approval of the PSR per the latest edition of the Caltrans Project Development Procedures Manual (PDPM), Appendix L, “Preparation Guidelines for Project Study Report”. In addition, the Consultant shall be responsible for the preparation, submittal and approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.).

SCOPE OF WORK

At a minimum, the Consultant shall be familiar with and responsible for providing and performing the tasks and activities listed below. The Consultant should add additional tasks as necessary. Typical tasks include but are not limited to the following:

TASK 1.0 – PROJECT MANAGEMENT

1.1. Project Development Team Meetings
   The consultant shall lead 12 PDT meetings, 6 Focus meetings, and 1 Caltrans Constructability meeting. The PDT meetings will include the County, Caltrans, GenCorp, members of the consultant team, and others as needed. The focus meetings will include the County, Caltrans, GenCorp and/or others needed for the specific topic of discussion. The consultant shall distribute an agenda at least 2 days prior to the meeting and distribute meeting minutes (including action items) within 5 days after the meeting.

1.2. Agency Coordination
   The consultant shall coordinate with the County, Caltrans, Gencorp and their engineers as needed to successfully deliver this project.

1.3. Consultant Team Coordination
   The consultant shall coordinate with their team including internal meetings, e-mails, phone calls, etc. needed to successfully deliver the project.

1.4. Prepare and Update CPM Schedule and Project Updates
   The consultant shall prepare a CPM schedule and update it on a monthly basis. Each month the CPM schedule shall be sent to the County project manager along with an update on progress that has been made over the previous month, anticipated activities over the next month, the status of all outstanding action items, and any critical path items that need attention which may delay the project.

1.5. Project Quality Assurance/Quality Control Program
   All submittals (plans, calculations, report and associated documents) shall include evidence of quality control and quality assurance (QC/QA) reviews. The Consultant will be required to submit a QC/QA program to the County for review and approval. Major reviews and procedures shall be identified which are specific for this project. The QC/QA program should be consistent with Caltrans Quality Control/Quality Assurance program.
1.6. Public Outreach
The consultant shall coordinate and lead one public meeting. The consultant shall develop the mailing list (with the help of the County), prepare meeting notices (assume 1,000), coordinate a meeting place, provide refreshments, clean-up, gather public comments, and provide a meeting summary to the County project manager. A telephone hotline number or webpage address should be provided to the public on the mailer and at the public meeting so they can continue to follow the project and provide additional comments, if needed. The consultant shall monitor comments and send them to the County project manager throughout the duration of this project.

TASK 2 – DATA GATHERING

2.1. Encroachment Permits.
The consultant shall obtain all necessary encroachment permits and permissions to enter required to complete the work.

2.2. Basemapping
The consultant shall prepare basemapping to the following specifications:

The basemapping limits shall encompass 3,000 feet north and south of Route 50 from 3,000 feet west of the intersection of Route 50 and Hazel Avenue to 500 feet east of the intersection of Route 50 and Folsom Blvd.

Aerial Photo:
A current color and black and white non-rectified aerial photo shall be provided having one foot pixel size. The photo shall be calibrated to no less than 10 points to orient the photo to the project. The points used for orienting the aerial photo shall be located close to Hazel Avenue and Route 50 interchange and shall be on state plane coordinates. The points can be existing features such as pavement markings and other objects that can be seen within the photo for identification. Photogrammetric mapping prepared for the Route 50 HOV project (provided by Caltrans) shall be superimposed on the aerial photo.

The intent is to have an aerial photo that is accurate enough for developing planning level geometrics.

Existing Control & R/W:
The base mapping shall include calculated line work from as-built and record information. The existing Caltrans right of way shall be input in to AutoCAD using information found on Caltrans Record Right of Way Maps and the existing ramp and mainline control line information shall be entered into AutoCAD using Caltrans as-builts (including locations of existing structures). The control lines shall be offset to show approximate locations of pavement delineation and edge of pavement.

The intent of this task is to show the existing roadway configuration and key structures that may be impacted by this project. They do not need to be located by topographic surveys and they do not need to be shown outside of the project limits.
3.1. Traffic Report
The consultant shall prepare a report that meets Caltrans standards for a PSR. The report at a minimum shall include Existing Conditions (calibrated at key intersections using traffic counts), Forecasting using most current land use plans and approved project to the year 2025 and 2035, and Operational Analysis for all alternatives for all key locations (including all intersection level of service, cross street and mainline weaves, merges/diverge movements). An administrative draft to the County (4 copies), draft report to key PDT members (10 copies), and final report to key PDT members (10 copies) shall be provided (in addition to the traffic report provided in the appendix of the PSR). Five copies of the back-up calculations shall be provided to the County and Caltrans at the draft and final report stages (5 copies). The consultant shall make all software data files available to the County and Caltrans for review.

3.2. Prepare Preliminary Geometrics
The consultant shall prepare up to three build alternatives for the improvements. The alternatives shall be entered into AutoCAD and presented at 1”=50’ scale. The alternatives shall show geometric information (i.e. typical cross sections, profiles, sidewalks, bike lanes, structure limits, retaining walls, signal locations, weave lengths, etc.) necessary for the County and Caltrans to review and understand what is being proposed. The exhibits must clearly show what is proposed; however, they do not need to be to Geometric Approval Drawing level. The exhibits can be scaled-down to fit in to the PSR document.

3.3. Phasing Approach
The consultant shall develop an initial phase of the project, if it makes sense. The initial phase should accommodate year 2025 traffic volumes. Assume each of the 3 alternatives will have an initial phase, so the consultant shall prepare geometric for a first phase project for each of the 3 alternatives.

3.4. Cost Estimates
The consultant shall prepare Caltrans standard 6-page cost estimates for each of the Phase 1 and Ultimate project alternatives (six 6-page estimates total). The unit costs for construction items shall be based on current bids.

3.5. Advance Planning Studies
The consultant shall prepare advance planning studies for all new and structure modifications. Assume for scoping this task, that an APS is required for reconstructing the existing Hazel Avenue structure, widening the existing Hazel Avenue structure, and two alternatives for a structure over Folsom Blvd on Hazel Avenue and MSE walls along Hazel Avenue at the overhead structure (5 total).

3.6. Design Information Bulletin (DIB) 78
The Consultant shall complete the DIB 78 Checklist for the existing and proposed features. One checklist shall be prepared that will include all alternatives, clearly identifying which alternatives have non-standard features.
3.7. Fact Sheets
Based on the non-standard features identified in the DIB 78, the consultant shall coordinate with Caltrans to determine which non-standard items shall be included in the Fact Sheets. The consultant shall prepare draft and final Fact Sheets for Caltrans approval.

3.8. Perform Preliminary Environmental Assessment Report (PEAR)
The consultant The Department of Environmental Review and Assessment (DERA) shall prepare a Caltrans standard PEAR document. The coverage for the PEAR will need to include the footprints of all the alternatives considered. A draft and final PEAR shall be prepared. The consultant DERA shall provide 8 copies of the draft and 8 copies of the final PEAR (in addition to the PEAR provided in the appendix of the PSR).

3.9. Initial Site Assessment
The consultant shall prepare a Limited Phase 1 Initial Site Assessment per Caltrans standards. The coverage for the ISA will need to include the footprints of all the alternatives considered. A draft and final ISA shall be prepared. The consultant shall provide 8 copies of the draft and 8 copies of the final ISA (in addition to the ISA provided in the appendix of the PSR).

3.10. Storm Water Data Report
The consultant shall prepare a Storm Water Data Report per Caltrans standards. The consultant shall provide 8 copies of the draft and 8 copies of the final SWDR (in addition to the SWDR provided in the appendix of the PSR).

3.11. Prepare Right of Way Data sheets
The consultant shall prepare the Right of Way Data Sheets per Caltrans standards.

3.12. Utility Information Back-up
The consultant shall provide back-up information for the Right of Way Data Sheet for utility impacts and relocations. The utility information shall include discussions on existing and proposed utilities within the project area, the assumptions made for cost sharing, and approximate relocation alignments.

3.13. Railroad Information Form
The consultant shall complete the Caltrans Railroad Information Form. The form shall include a discussion of all anticipated railroad improvements and coordination required for this project.

The consultant shall coordinate with Caltrans in developing the TMP. The TMP shall include a description of the staging sequence. The description shall include what construction activities are occurring for each stage and how traffic will be maintained for each stage.

TASK 4 – PROJECT STUDY REPORT (PSR)
The consultant shall prepare an Administrative Draft of the PSR (10 copies), Draft of the PSR (50 copies), and Final PSR (60 copies). The PSR shall be prepared to conform to the latest Caltrans
Project Development Procedures Manual (PDPM), Appendix L, “Preparation Guidelines for Project Study Report”.
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 Manager/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 subconsultants 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.
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 SUBCONSULTANT.** A significant amount of base work has been completed for this project. It is expected that the Consultant review the base work and determine the level of effort required to complete the project through plan approval and construction. 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 subconsultants will accomplish the work. If the Consultant's headquarters in 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 subconsultants 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 subconsultants, subcontractors, other service providers and suppliers

If the prospective consultant intends to solicit sub-professionals and/or quotes for certain tasks on this project from qualified subconsultants, 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 subconsultants, 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

B. CONSULTANT agrees to ensure that DBE's, as defined in 49 CFR Part 23, have the maximum opportunity to compete for and perform contracts. CONSULTANT and its subconsultants shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of Federally assisted contracts.

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 subconsultants 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 subconsultants. 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.

<table>
<thead>
<tr>
<th>PHASE #2 - LAYOUT PLANS</th>
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</thead>
<tbody>
<tr>
<td><strong>DIRECT LABOR</strong></td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Staff Assistant</td>
</tr>
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<td>Technician</td>
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<td>Clerical</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
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<tr>
<td><strong>OVERHEAD AND FRINGE BENEFITS</strong></td>
</tr>
<tr>
<td>Overhead Rate</td>
</tr>
<tr>
<td>Fringe Benefits</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>OTHER COSTS</strong></td>
</tr>
<tr>
<td>Travel Costs (Mileage only)</td>
</tr>
<tr>
<td>Equipment and Supplies (Itemized)</td>
</tr>
<tr>
<td>Other Direct Costs (Itemized)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
</tr>
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<td></td>
</tr>
</tbody>
</table>

**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: Patrick Carpenter  
Telephone No. (916) 874-7267  
Cell Phone No. (916) 747-1768  
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:

<p>| | |</p>
<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Professional Errors and Omissions</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>(in accordance with State laws)</td>
</tr>
</tbody>
</table>

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. 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.

12. 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. Firm capabilities and specializations
2. Qualifications and experience of managers and key staff
3. Recent experience on similar projects especially those projects within Sacramento County or for Caltrans
4. Location of office(s) where work is to be performed.
5. Project approach
6. Creativity, uniqueness, and innovation
7. Estimate of work effort
APPENDIX E

SAMPLE AGREEMENT

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

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

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:

<table>
<thead>
<tr>
<th>TO COUNTY:</th>
<th>TO CONSULTANT:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attn:</strong> Project Manager</td>
<td><strong>Attn:</strong> Firm Name</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
</tbody>
</table>

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.

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**

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**

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 ______ 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, photostatting, 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
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: _________________________________  Date: ____________________

Deputy County Counsel

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.

Exhibit A
Page 2 of 3
Key contacts for this project shall be as follows:

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

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

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: $________

<table>
<thead>
<tr>
<th>Compensation Summary</th>
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<tbody>
<tr>
<td>INSERT APPROPRIATE INFORMATION</td>
</tr>
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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.