



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4998

REQUEST FOR PROPOSALS
RFP #10263
for
ARCHITECTURE & ENGINEERING &
CONSTRUCTION ADMINISTRATION SERVICES
for
Re-Roofing
Limited Weatherization & Façade Improvements
for
Monterey County Old Jail's Administration Wing
located at
142 West Alisal, Salinas, CA

MANDATORY SITE TOUR; MEETING JANUARY 12TH, 2011 AT 3:00 PM

Proposals Packages are due by
3:00 pm, local time (PST), on Friday February 4, 2011

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GENERAL REQUIREMENTS SECTION

1.0 INTENT

The County of Monterey, herein after referred to as County, extends an invitation to professional Architectural & Engineering firms, hereinafter known as CONSULTANT, to submit Proposal Package for providing Design & Construction Administration Services for Re-Roofing including Limited Weatherization & Façade Improvements for the Monterey County Old Jail's Administration Wing, located at 142 West Alisal St, Salinas, California, as outlined in Section 5.0 Scope of Work herein.

2.0 BACKGROUND

The Old Monterey County Jail is located in the City of Salinas within the Monterey County Government complex which incorporates three adjacent buildings that contain Courthouses, the County's Administration Building, and various temporary modular offices. The Old Jail was constructed in 1931, and occupies approximately 41,000 square feet. It served as the main County jail until 1977 and thereafter, served as temporary repository for County Records and has remained functionally vacant since. Located on West Alisal St., a major artery into Old Town Salinas, the Jail occupies both a significant physical and conscious space, as it was placed on the National Register of Historic Places in 2004 for its association with the incarceration of Cesar Chavez and the United Farm Workers movement in the late 1960's and 1970 in particular.

The most compelling and noticeable architectural feature of the Jail is that of the front façade of the Administration Wing. The style of the building is Gothic Revival, which was often used in the 19th century for public buildings and academic structures. The original design of the Old Jail was comprised of four components, the first being the front Administrative Wing, a 3 story structure facing West Alisal St. A portion of this wing was the Women's Jail. The second section was the 4 story Men's Jail that incorporated electro-pneumatic sliding locking metal bar doors. The third section was the four story Main Stairwell, that connected the Administration Wing to the Men's Jail structure, and the fourth section is the perimeter wall that surrounds the Jail itself. Since the original structure was built, there have been nine significant additions and modifications to the Jail, all of which occurred in the 1950's.

- Northwest Stairwell
- Northeast Stairwell
- Elevator Shaft
- Kitchen & 2 floor Exterior Exercise Area Construction
- 3rd Floor Administration Wing Addition
- East and west Side In-Fill on the First floor enclosing the Connecting Stairwell
- In-Fill of the entire semi-circular Driveway surrounding the Jail
- Mechanical ventilation equipment at the north-end of the Jail
- Holding Cell construction at the east-end adjacent to the breezeway

Monterey County's Public Works Department (DPW) intends to Re-roof the Historic Old Jail's front Administration Wing's rooftops and perform limited weatherization and façade improvements. The solicitation for this RFP will include design, engineering, bidding, contract, and construction administration scopes of work. The base scope of work includes familiarization with the Secretary of the Interior's Standards for Preservation of Historic Buildings, roof replacement, demolition of existing roof material, sheet metal work flashings, concrete demolition, concrete repairs at parapets, scuppers, repair of roof drains, ornamental ironwork, window and door replacement and repairs, landscaping, limited interior lead paint abatement, mold removal, limited asbestos abatement, limited electrical and mechanical work, and painting.

The selected firm, in coordination with the County, will establish a positive working relationship with the historic preservation entities and general public to ensure that all concerns are addressed during the Preliminary Design/ Schematic, Design Development and Construction Document phases of the project.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|---|---|
| 3.1 | Issue RFP | Tuesday, December 21, 2010 |
| 3.2 | <u>Mandatory</u> Jobsite Meeting | 3:00 p.m., Local Time, Wednesday January 12, 2011 |
| 3.3 | Deadline for Written Questions | 3:00 p.m., Local Time, Monday January 24, 2010 |
| 3.4 | RFP Proposal Submittal Deadline | 3:00 p.m., Local Time, Friday February 4, 2011 |
| 3.5 | Estimated Notification of Selection of Short List | February 11, 2011 |
| 3.6 | Estimated Notification of Selection – CIC Report | March, 2011 |
| 3.7 | Estimated AGREEMENT Date – BOS BR/BO | May, 2011 |

This schedule is subject to change as necessary.

- 3.8 **FUTURE ADDENDA**; CONSULTANTS who received notification of this RFP by means other than through a County of Monterey mailing, should contact the person designated in Section 4.0 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addendums that may be issued prior to the Request for Proposal Package submittal date. **IT IS THE CONSULTANT'S RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of its mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addendums will be posted on the website the day they are released.

- 3.9 **MANDATORY PRE-PROPOSAL MEETING/SITE TOUR;** Pre-proposal meeting will be held on **Wednesday, January 12th, 2011 at 3:00 PM (PST)** at 142 West Alisal Street. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to answer questions, review the design scope of work and perform a job walk. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated in the section below.

3.9.1 **Attachments D** Liability Waiver, and **Attachment E**, Entry Access Authorization Form must be completed in order to gain access to the Monterey County Old Jail Building.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this RFP shall be directed to:
- 4.1.1 County of Monterey, Contracts/Purchasing Division
Attn: Jaime Ayala, Deputy Purchasing Agent
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
PHONE: (831) 755-4998 FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us
- 4.2 All questions regarding this RFP shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONSULTANTS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this RFP is indicated in **Section 3.0 CALENDAR OF EVENTS**.
- 4.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONSULTANTS shall not contact County officers or employees with questions or suggestions regarding this RFP without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONSULTANT.**

5.0 SCOPE OF WORK

5.1 General Description

The scope of work consists of but is not limited to, the delivery of the plans, documents, specifications, contract and construction administration for Design & Construction Administration Services for the Base Scope of Work: Clarification: The County will contract for the Hazardous Material Survey, Monitoring, and Final Air Clearance for the Re-Roofing scope of work.

The Request for Proposal # 10263 - Base Scope of Work – Re-Roof the

Administration Wing: includes, but not limited to: demolition, preparations and installation of a new 20 year built up roof for the front Administration Wing of the Old Jail. The scope of work includes, demolition of the existing built-up roofs, demolition of existing mechanical ductwork, minor wood framing, patching, minor iron work, roof hatch replacement, hazardous material abatement of any asbestos containing material that may be present in the existing built-up roof systems, selective concrete demolition and replacement of concrete details (i.e. parapets), that intersect the built up roof systems and installation of a 20 year Built up roof.

Limited Weatherization Scope of Work # 1 –Prepares plans and specifications to re-caulk the four (4) front façade “arched” windows. Prepare documents, plans, and specifications, and provide contract and construction administration services to perform the caulking scope of work.

Limited Façade Improvement Scope of Work #2 –Prepare documents, plans, and specifications, and provide contract and construction administration services to repair the front concrete steps at the main front entrance.

5.2 Project Development, Methodology & Schedule

CONSULTANT is to provide a project development schedule for the completion of this scope in a MicroSoft Project Schedule format. All phases are to be identified as major headings with their appropriate subtasks (programming/schematic, design development, construction documents, bid administration and construction contract award, construction management, and close-out). The following review schedule is to be included as sub-tasks within their appropriate heading:

I. Programming/Schematic

- 3 review sessions/check sets (which will produce necessary revisions)
- Milestone for final programming/schematic drawings, preliminary construction budget, and preliminary constructions schedule

II. Design Development

- 2 review sessions/check sets (which will produce necessary revisions)
- Milestone for final Design Development drawings, updated construction budget, and updated construction schedule

III. Construction Documents

- 2 review sessions/check sets (which will produce necessary revisions)
- Milestone for final Construction Document drawings, updated construction budget, and updated construction schedule

5.2.1 Programming and Schematic Phase (1.5 months)

- a) Introductory Meeting: The CONSULTANT shall conduct an introductory meeting, introducing all staff and consultants and their scopes of work and responsibility to County. Prior to the introductory meeting the CONSULTANT shall deliver a preliminary “overall design project schedule” and “construction budget” to County for review and approval. The CONSULTANT shall introduce their lead project manager and project team at their introductory meeting and distribute a contact sheet listing all team members with phone numbers and email addresses.
- b) Information Sharing: The CONSULTANT shall accept all documents, reports, drawings, as-builts, and surveys provided to them by the County and shall distribute them to their consultants and employees.
- c) Document Exchange: The CONSULTANT shall convert all Programming & Schematic drawings into a Auto Cad working format (Architectural D size) and deliver them to the County for review and approval.
- d) Cooperative Work Sessions: The CONSULTANT will conduct at a minimum three (3) formal programming work sessions with County DPW and the local historic preservation entities to review their scope requirements, including all documents, and will provide confirmation that they understand the project and have received and reviewed all of the provided documentation, reports, and have physically visited the project site.
- e) Programming & Schematic Design Documents: The CONSULTANT will provide Programming & Schematic Design Documents which will illustrate and describe the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, including typical construction details and equipment layouts.
- f) Outline of the Construction Standards Institute Division Specifications: The CONSULTANT shall provide an Outline of all Construction Standards Institute Division Specifications, which identify the major building systems and construction materials to be utilized in the construction process.
- g) Progress Meetings: The CONSULTANT will attend at a minimum three (3) meetings with County representatives to review the drawings and make recommendations before moving to the subsequent Construction Document Phase. The CONSULTANT will conduct these formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement and issue meeting minutes.

- h) Hard Deliverables for the Programming & Schematic Phase:
 - One (1) set of full size reproducible schematic design documents
 - One (1) disk with all design documents in .dwg and .pdf formats
 - One (1) set of 11 x 17 size schematic design documents
 - One (1) Electronic (Microsoft Excel Spreadsheet) - Preliminary construction estimate
 - Five (5) copies of the specification outline with building system(s) notations
 - One (1) Electronic – Microsoft Project Schedule
- i) Wrap up of Programming & Schematic Phase: County and CONSULTANT will mutually agree upon the preliminary construction budget and overall project schedule at the completion of the Programming/Schematic Design Phase before advancing to the Design Development Phase.

5.2.2 Design Development Phase (1.0 month)

- a) Design Development Documents: The CONSULTANT will provide Design Development (DD) documents based on the County approved Programming & Schematic Design Documents. The DD documents shall meet the following requirements:
 - The DD documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details and equipment layouts.
 - The DD documents shall be supported by CONSULTANT'S findings and engineering efforts, drawings, data, and calculations.
- b) Routine Scheduled Meetings: The CONSULTANT shall meet with the County on an agreed upon schedule, bi-weekly or more frequently if required, to review the design progress of the job.
- c) Presentations by CONSULTANT: The CONSULTANT maybe required to prepare a Microsoft Power Point presentation for County on the project's program and intent. The presentations shall be preapproved by the County's Project Manager prior to presentation to the County of Monterey's Capital Improvement Committee, and any other advisory board.
- d) Materials Board: The CONSULTANT shall provide a preliminary materials board on all finishes to be used. The CONSULTANT will provide alternative materials and construction methods that have a bearing on the project budget.
- e) Project Schedule: The CONSULTANT will provide an updated project schedule based on the refinement of the design of the Project. Any deviations from previously accepted schedule to be clearly identified.

- f) Hard Deliverables for the DD Phase:
 - One (1) set of full size reproducible design development documents
 - One disk with all design documents in dwg and pdf format
 - One (1) set of 11 x 17 size design development documents
 - One (1) Electronic – MicroSoft Excel construction estimate
 - One (1) Electronic - MicroSoft Project Schedule
 - Five (5) copies of the specifications
 - One (1) set of preliminary material selections
 - One (1) Presentation Rendering(s) as required
- g) Wrap up of DD Phase: The CONSULTANT and County shall meet at least twice before moving to the subsequent Construction Document Phase where documents and drawings shall be thoroughly reviewed. The CONSULTANT will conduct these formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with DPW.

5.2.3 Construction Documents (CD) Phase (1.0 month)

- a) Routine Scheduled Meetings: The CONSULTANT will meet with the County on weekly basis as needed and attend any meetings required by DPW to complete the development of the final CD Set.
- b) Revised Project Schedule: The CONSULTANT will provide an updated project schedule (in Microsoft Project format) based on the refinement of the design of the Project. Any deviations from previously accepted schedule to be clearly identified.
- c) Cost Estimate: The CONSULTANT will provide an updated construction estimate from an outside (subcontracted) Construction Estimating company, incorporating all divisions of work based on the information and direction provided by the County. This shall be submitted to County before completing the CD Set and specifications.
- d) Final Materials & Finishes: The CONSULTANT will finalize all materials and finishes and present to County for final approval. The final approved materials board is to be accompanied with a final finish schedule along with three (3) samples each of every material and finish dated and labeled as to their manufacturing specifications.
- e) Check Set: The CONSULTANT is required to provide the County with a “Check Set” showing and designating all alterations and changes from the preliminary CD Set before considering the set as completed.
- f) Permitting: CONSULTANT must submit timely responses back to any permitting agency as necessary to expedite the issuance of the building permit. The CONSULTANT will need to submit plans and specifications to the County of Monterey’s Building Services Division for the re-roofing and repair permit.

- g) Bid Alternates: Prior to final issuance of plans and specifications, the CONSULTANT shall prepare Bid Alternates; both deductive and additive, and shall include a Unit Pricing Schedule to be included the County's Bid Form.
- h) Design Review: The CONSULTANT will conduct at least two (2) formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement.
- i) The CONSULTANT shall provide coordination and commentary in the review of the County's Bid Package, Bid Administration and Contract Administration scopes of work. The CONSULTANT may be required to participate in the County Bid and Contract Administration phases.
- j) The CONSULTANT maybe required to prepare and present a Final Microsoft Power Point presentation to the DPW and or Capital Improvement Committee
- k) Project Manual: The CONSULTANT and County will collaborate to compile the Project Manual (Construction Specifications & General Conditions & Special Conditions). The Project Manual includes: the General and Special Conditions, Construction Specifications, Bid Documents, Information for Bidders, Notice to Contractors Inviting Formal Bids, Bid Form, Bid Bond Form and other legal documents as may be required by the County.
- l) Construction Document Set: The CONSULTANT will provide full and complete Construction Documents as detailed in Section 5.3 herein based on the approved Design Development documents. The final approved documents are to be stamped and permit ready.
- m) Additional Meetings: The CONSULTANT may need to participate in a series of meetings as directed by County. This may include any Public Hearings, Planning and Building inquiries from the local preservation entities, State of California's Office of Historic Preservation, and or the County of Monterey Board of Supervisors. The CONSULTANT will prepare complete sets of plans and specifications, or presentation materials for such meetings as required.
- n) Hard Deliverables for the CD Phase
 - One (1) complete set of full size, reproducible, Construction Document Set
 - Three (3) sets of 11 x 17 size Construction Document Set
 - Five (5) sets of Specifications
 - One disk with all design documents in *.dwg* and *.pdf* format which includes all required revisions from the permitting process
 - One (1) Electronic file of the construction estimate
 - One (1) Electronic file of a construction schedule
 - One (1) copy of material selections and finishes
 - One (1) PowerPoint Presentation
 - Presentation Rendering(s) as required
 - Required number of sets for permitting agencies per their direction

5.2.4 Plans required to be stamped, permit ready, and delivered to the County of Monterey in the Construction Document Set:

The following is a minimum list of plans required to be stamped and permit ready and delivered to the County of Monterey in the final approved Construction Document Set. These plans can either be issued separately or combined with similar engineering drawings in the “E” size drawing format. (The drawing size may change per County direction.) In addition, all final drawings after permit changes are to be provided on a disk in AutoCAD dwg and pdf format.

The County will utilize all documents for review, approval, permitting, bid solicitation and construction management and future construction and asset management.

5.3 Consultant Scope of Work: Deliverable Documents

5.3.1 General & Civil Drawings

- a) General Info - Project Cover Sheet
- b) General Info - General Construction Notes
- c) Civil – Landscape & Site-work Improvements & signage

5.3.2 Architectural Drawings

- a) Existing Exterior Elevations
- b) Existing Roof Plan
- c) Roof Construction Plan - Repairs
- d) Existing Interior Floor Plan
- e) Limited Façade Improvement Details – Repair Front Entry Steps
- f) Limited Weatherization Improvement Details – Re-Caulk four Front “Arched” Windows

5.3.3 Structural Drawings

- a) General Notes & Details – Concrete Notes & Details
- b) Existing Roof Plans
- c) Roof Demolition Plan
- d) Roof Repair Details

5.3.4 Mechanical Drawings – (may require multiple drawing sheets)

- a) Legend, Schedule & Notes
- b) Plumbing & Roof Drainage Plan – Demolition & Repairs
- c) New Roof Plan / Flashing Details
- d) Limited Weatherization Improvement Details – Re-Caulking Four Front Arched Windows.

5.3.5 Construction Specification Manual: The CONSULTANT will produce a technical Construction Specification Manual that identify all major materials, systems, and establish, in general, their quality level. A preliminary selection of major building systems and construction materials is to be in writing. General Conditions covering all bidding and contract requirements will be produced by

the County as a separate manual from the technical Construction Specification Manual as required from the CONSULTANT.

5.3.6 Design & Engineering Construction Document Set Submittal: The CONSULTANT will be required to complete the entire design and engineering construction document set and submit to County within four (4) months from the *Notice to Proceed* date. Once submitted, the CONSULTANT will meet with the County on an agreed upon schedule (weekly or more as required) to review the progress of the job. The CONSULTANT will have complete access to the facility and all existing information and copies of documents relating to the existing structure. It is the expectation that the CONSULTANT will become familiar with the building, its infrastructure, and its major working components such as: plumbing, mechanical, electrical and structural installations. The CONSULTANT will not rely upon the County to make available, nor instruct, and/or provide engineering and performance information of the existing building infrastructure, structures and services.

5.3.7 Bid Administration & Construction Contract Award (2.0 months)

- a) The CONSULTANT will assist County during the Bid and Contract award phases, assisting with the Pre-Bidders Meeting(s), answering Requests for Information and inquiries, issuing Clarifications, attending the Bid Opening with it's consultants and coordinating with the County to evaluate all bids, provide analysis and review of the bids and how they compare to the construction industry's current bidding climate.
- b) Hard Deliverables
 - Ten (10) full sized, hard copies of the Construction Set all marked "Bid Set"
 - Ten (10) Specification Manuals

5.3.8 Construction Cost Estimate: CONSULTANT is to prepare and continually update throughout all phases a construction budget as design progresses to ensure compliance with the DPW budgetary requirements. At a minimum construction budgets shall be broken into Divisional categories with sufficient sub-breakdowns to understand cost allocations by square foot. Value engineering shall be accomplished within each phase of development to hold budget requirements in-check.

5.3.9 Construction Administration & Management Phase (1.5 months)

- a) The CONSULTANT, in coordination with the County, will be responsible for executing the entire Construction Administration & Management phase.
- b) The CONSULTANT will provide review, comments, and direction for submittals, requests for information, weekly construction meeting minutes, general CONSULTANT monthly progress billing, change orders, sample finishes, agency interface, review and approval of shop drawings, as-built drawings, fabrication drawings, mix designs, and review and approval of all on & off-site materials.
- c) CONSULTANT will review and approve all construction materials, equipment, supplies, finishes and hardware for conformity.

- d) The CONSULTANT will perform vendor site visits as required to approve the fabrication, construction and assembly of any component or applications related to the project as necessary.
- e) The CONSULTANT will provide complete written field observations, record and document all conversations and job walks, and critiques of the general CONSULTANTS' workmanship and performance.
- f) The CONSULTANT will conduct and issue a "Punch List" in co-ordination with County.
- g) The CONSULTANT will execute and generate the weekly "on-site" construction meetings.
- h) The CONSULTANT will conduct meetings, generate correspondence, and will store and maintain all plans, specifications, submittals, samples, and all project related records at their premises.
- i) The CONSULTANT, including their employees, representatives, agents, officers, personnel, consultants, vendors and project team members, shall maintain original and reproducible documents and records for County access. The CONSULTANT'S filing system will include but is not limited to the following: documents, plans, specifications, submittals, permits, change orders, drawings, and conceptual drawings, and the CONSULTANT will deliver and transfer all documents in an organized format (also in electronic format accessible by the County) to the County prior to the release of the CONSULTANT'S final payment.

5.4 Project Closeout

- a) The CONSULTANT will issue a Substantial Completion Letter to DPW upon review of the General Contractor completed scope of work.
- b) The CONSULTANT will coordinate with the County to physically review, document, and digitally photograph the entire project prior to and after the Substantial Completion phase of the construction project.
- c) The CONSULTANT will coordinate with the County to physically review and document that the Prime CONSULTANT has met all of the conditions of the Construction Contract, thereafter issue the Substantial Completion Certificate with the County's approval and authorization.
- d) The CONSULTANT will review and approve the Final Change Order Log with the County's consent, prior to County's approval of the Final Pay Request and release of retention monies.
- e) The CONSULTANT will coordinate and deliver all plans, specifications, documents, and files, electronic and physical, in accordance to the County's filing requirements, for the County's record retention and project file maintenance.
- f) The CONSULTANT will assemble, package, document, box and deliver all physical submittals with their corresponding approved paperwork to the County.
- g) Deliverables:
 - Four (4) complete sets of record documents (Approved Plans, Specifications, Documents and As-Built)
 - Four (4) sets of Owners Manuals incorporating all warranties, catalogs and equipment manuals, complete with contractors name, address and contact information (manually and electronically).

5.5 Project Turnover:

- a) The CONSULTANT will coordinate with the County to organize a formal meeting with the Contractor and their sub contractors to physically and completely review their scopes of work with DPW's and Facilities personnel for the purpose of reviewing all warranty information, Owner's Manual, maintenance requirements, and contact information.
- b) Upon facility turnover the CONSULTANT will issue the "Substantial Completion Letter" with the County's consent and approval,.

5.6 County Exhibit Schedule: The following shall be provided by County to CONSULTANT electronically: See Exhibits of this request for deliverables from the County. All information contained within these exhibits is proprietary to the County of Monterey and cannot be used for any purpose other than responding to this specific request.

- A. Archaeological Resource Management, - Historical Evaluation of the Old Monterey County Jail, 7-18-2000
- B. Architectural Resources Group – ARG – Alternative #2 – Roof Plan & Elevations
- C. Architectural Resources Group – ARG – Alternative #3 – Roof Plan & Elevations
- D. Architectural Resources Group – ARG – Final Re-Use Allocation Costs
- E. Architectural Resources Group – ARG - Historic Restoration Evaluation of the Monterey County Jail, 7-26-07
- F. Architectural Resources Group – ARG – Redevelopment's Power Point 02-15-08
- G. ATC Associates – Asbestos & Lead Survey – 10-13-98
- H. ATC Associates – Limited Environmental Evaluation – 6-4-07
- I. Carey & Co. - Old Monterey County Jail Historical Monograph, 6-28-02
- J. Monterey County - Mitigated Negative Declaration, 6-19-02
- K. Professional Services Industries (PSI) - Property Condition Report, 8-30-00
- L. Exhibit I – Project Schedule
- M. Board Reports
- N. Existing Roof Plan
- O. Old Jail – Original Building Front Façade Elevation – Location of Weatherization & Façade Repair

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(S) will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 6.2 The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If this RFP includes options for renewal or extension, CONSULTANT must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(S) or changes in writing. The County does not have to give a reason if it elects not to renew.

7.0 SELECTION CRITERIA

- 7.1 The selection of CONSULTANT and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted Qualifications Package. CONSULTANT should submit information sufficient for the County to easily evaluate Proposal Packages with respect to the selection criteria. The absence of required information may cause the Proposal Package to be deemed non-responsive and may be cause for rejection.
- 7.2 The selection criteria include, but are not limited to, the following:
 - 7.2.1 **General Information** - General Firm Information as per Attachment A herein;
 - 7.2.2 **Staff Qualifications** – Identify all potential key staff for this project and highlight their credentials and experience;
 - 7.2.3 **Project Experience & References** - A list of at least 4 similar projects which your firm completed within the last 5 years as per ATTACHMENT B – PROJECT EXPERIENCE & REFERENCES attached hereto. Project information should include project description, agency or client name, year completed, and project construction and design cost. Emphasis should be placed on governmental projects if possible;
 - 7.2.4 **Methodology & Track Record** – Identify your organization’s approach to design management and product delivery and percent of projects completed on schedule.
 - 7.2.5 **Readiness Statement** – Readiness and availability for this project as per the timelines outlined in Section 5.0 Scope of Work herein;
 - 7.2.6 **Fees**- – In separate sealed envelope, provide “Attachment C” Hourly Fee Schedule. In the same sealed envelope include “Attachment F” Proposal Sheet, inclusive of all related and itemized engineering, consultant and reimbursable fees.
 - 7.2.7 **AutoCAD** – The County uses AutoCAD version 2009. Please provide confirmation of your staff’s experience with AutoCAD and indicate which version of AutoCAD is standard within your organization.

8.0 PROPOSAL PACKAGE FORMAT AND CONTENT

- 8.1 To be considered “responsive,” submitted Proposal Packages should adhere to the following guidelines:
- 8.1.1 Five (5) sets of the Proposal Packages (one single-sided original Proposal Package marked “Original” and four double-sided copies) shall be submitted in response to this solicitation. Each shall include a cover indicating the company name, primary contact person for this project, and reference to “RFP #10263”. In addition, submit one **(1) electronic version of the Proposal Package on a CD, DVD, or USB memory stick**. Additional copies may be requested by the County at its discretion.
 - 8.1.2 The Proposal Package should be prepared on 8-1/2” x 11” paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 8.1.3 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - 8.1.4 To validate your Proposal Package, **submit the SIGNATURE PAGE** (contained herein) **with your package**. **Proposal Packages submitted without this page will be deemed non-responsive.** All signatures must be manual, in ink, and included with the original copy of the Proposal Package. Photocopies of the Signature Page may be inserted into the remaining Proposal Package copies. All prices and notations must be typed or written in blue ink in the original Proposal Package copy as well. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in blue ink by the person signing the Proposal Package.
- 8.2 Any page of the Proposal Package that is deemed to be a trade secret by the CONSULTANT shall be clearly marked “PROPRIETARY INFORMATION” at the top of the page.
- 8.3 **PROPOSAL PACKAGE CONTENT AND LAYOUT INSTRUCTIONS:**
- 8.3.1 CONSULTANT shall provide the information as requested and as applicable to the proposed services and deliverables. The Proposal Package submitted in response to this RFP shall be organized as per the table below; headings and section numbering utilized in the Proposal Package shall be the same as those identified in the table below. Additional details regarding the content of each required section are outlined in Section 7.2 herein. Proposal Packages shall be formatted in the following manner:

Layout for Submitting Proposals in Response to RFP #10263:
Organize and Number Proposal Package Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	GENERAL FIRM INFORMATION/ATTACHMENT A
Section 3	STAFF QUALIFICATIONS
Section 4	PROJECT EXPERIENCE/ATTACHMENT B
Section 5	METHODOLOGIES & TRACK RECORD
Section 6	READINESS STATEMENT
Section 7	HOURLY FEE SCHEDULE/ATTACHMENT C
Section 9	RFP # 10263 - PROPOSAL SHEET – SUMMARY OF FEES
Section 10	AUTOCAD USE & COMPATIBILITY STATEMENT
Section 11	EXCEPTIONS TO THIS RFP
Section 12	APPENDIX

8.3.2 Proposal Package Section 11, Exceptions: Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION RFP #10263”. Each Exception shall include the page number, section number, and referenced item number as appropriate. CONSULTANT should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or Agreement.

8.3.3 Proposal Package Section 12, Appendices: CONSULTANTs may provide any additional information that they believe to be applicable to their Proposal Package and include such information as an Appendix in the Proposal Package. CONSULTANT’s should include information related to alternatives or exceptions in the Appendix.

8.4 Proposal Packages shall be mailed to the address indicated on the **Signature Page** of this RFP.

8.5 ALL PROPOSAL PACKAGES IN RESPONSE TO THIS RFP MUST BE SUBMITTED IN A SEALED PACKAGE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER the **CONSULTANT’s company name and primary contact person**, and shall reference the solicitation number “RFP #10263”.

8.6 Proposal Packages that do not follow the format described herein, or fail to provide the required documentation as set forth herein, may receive lower evaluation scores or be deemed non-responsive.

9.0 ADDITION OF QUALIFIED CONSULTANTS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONSULTANT at any time for selection and execution of a contract, provided they meet the minimum requirements of the County.

10.0 SEQUENTIAL CONTRACT NEGOTIATION

The County will pursue contract negotiations with the CONSULTANT who submit the best Proposal Package, in the sole opinion of the County, and which is in accordance with the criteria as described within this RFP. If the contract negotiations are unsuccessful, in the opinion of either the County or the CONSULTANT, the County may pursue contract negotiations with the company which submitted a Proposal Package which the County deems to be the next best qualified to provide the services, or the County may issue a new RFP or take any other action which it deems to be in its best interest.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 11.2 CONSULTANT shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 11.3 All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

GENERAL PROVISIONS SECTION GP

GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONSULTANTS at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: the County reserves the right to interview selected CONSULTANT(s) before a contract is awarded. The costs of attending any interview are the CONSULTANT's responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONSULTANT in response to this solicitation.
- GP 1.5** Unsuccessful CONSULTANTS who have submitted a Proposal Package will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONSULTANT that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any agreement or agreements resulting from this solicitation.

GP 2.0 PROPOSAL PACKAGE SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONSULTANT does not wish to submit a Proposal Package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposal Packages, or part of any Proposal Package, to postpone the scheduled Proposal Package deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal Package and that would not affect a CONSULTANT's ability to perform the work adequately as specified.

- GP 2.3** Proposal Packages must be received BEFORE the time and date specified, at the location and to the person specified on the SIGNATURE PAGE.
- GP 2.4** ALL PROPOSAL PACKAGES MUST BE SUBMITTED IN A SEALED PACKAGE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER the following: **the CONSULTANT's company name and primary contact person's name, the solicitation number, and it shall be addressed as indicated on the Signature Page.**
- GP 2.5** It is the sole responsibility of the CONSULTANT to ensure that the Proposal Package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal Packages received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION # 10263 (indicate the applicable solicitation number).
- GP 2.6.1** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.
- GP 2.7** Failure to comply with GP 2.3 – 2.6 may result in a Proposal Package being declared as "non-responsive".

GP 3.0 PROPOSAL PACKAGE STANDARD INSTRUCTIONS AND CONDITIONS

- GP 3.1** Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.
- GP 3.2** Brand names and numbers when cited are informational unless stipulated otherwise. Proposal Packages for equal items will be considered, provided the Proposal Package clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposal Packages not indicating otherwise will be considered to be for the exact item specified.
- GP 3.3** Delivery time shall be a part of the consideration of Proposal Package submissions. Specify delivery time in days after receipt of order (ARO).
- GP 3.4** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- GP 3.5** ACCEPTANCE TIME: Proposal Packages are subject to acceptance at any time within 90 days after opening.

- GP 3.6** TAXES: The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- GP 3.7** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- GP 3.8** HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 3.9** WARRANTY: The CONSULTANT shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONSULTANT shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 3.10** Any discount offered by the CONSULTANT must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposal Packages, will a discount be considered that requires payment in less than 30 days.

GP 4.0 AGREEMENT TO TERMS AND CONDITIONS

CONSULTANT selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The agreement will be written by the COUNTY in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of Qualifications Package including the signed **SIGNATURE PAGE** will be interpreted to mean CONSULTANT HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONSULTANT’S proposed agreement if identified as an EXCEPTION as per Section 8.3.2 herein of **General Requirement**.

GP 5.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONSULTANT, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONSULTANT or by proceeding against any performance bond of the CONSULTANT, if any, or by suit against the CONSULTANT. The prices paid by the County shall be considered the prevailing market price at the time such purchase(S) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONSULTANT.

GP 6.0 INDEMNIFICATION

GP 6.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity AGREEMENT that is permitted by law shall be provided by CONSULTANT.

GP 6.2 Indemnification for Design Professional Services Claims:

CONSULTANT shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

GP 6.3 Indemnification for All Other Claims or Loss:

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

GP 7.0 INSURANCE

GP 7.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, the CONSULTANT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONSULTANT upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONSULTANT shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONSULTANT.

GP 7.2 Qualifying Insurers:

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

GP 8.3 Insurance Coverage Requirements: Without limiting CONSULTANT'S duty to indemnify, CONSULTANT shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

GP 7.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONSULTANTS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

GP 7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

GP 7.3.3 Workers' Compensation Insurance, if CONSULTANT employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

GP 7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONSULTANT shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

GP 7.4 Other Insurance Requirements:

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this AGREEMENT.

GP 7.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONSULTANT and additional insureds with respect to claims arising from each sub-consultant, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each sub-consultant showing each sub-consultant has identical insurance coverage to the above requirements.

GP 7.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONSULTANT’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONSULTANT’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

GP 7.7 Prior to the execution of this AGREEMENT by the County, CONSULTANT shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONSULTANT has in effect the

insurance required by this AGREEMENT. The CONSULTANT shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- GP 7.8** CONSULTANT shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONSULTANT and CONSULTANT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONSULTANT to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

GP 8.0 INVOICES

- GP 8.1** The CONSULTANT invoice format to include the phase in which the work performed is being invoiced for.
- GP 8.2** CONSULTANT shall reference AGREEMENT for **Architecture, Engineering and Construction Administration Services RFP# 10263** on all invoices submitted to the County. CONSULTANT shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 9.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONSULTANT that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

GP 10.0 CONTRACT AUDITS

CONSULTANT agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONSULTANT agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 11.0 NON-DISCRIMINATION

- GP 11.1** During the performance of this contract, the CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- GP 11.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- GP 11.3** The successful CONSULTANT shall include the non-discrimination and compliance provisions of the clause in all agreements with sub CONSULTANTS to perform work under the contract.

GP 12.0 INDEPENDENT CONSULTANT

- GP 12.1** The CONSULTANT shall be an independent CONSULTANT and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONSULTANT shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONSULTANT shall not be entitled to any employee benefits. The CONSULTANT shall control the manner and means of accomplishing the result contracted for herein.

GP 13.0 NON-ASSIGNMENT

Non-Assignment: CONSULTANT shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

GP 14.1 The CONSULTANT covenants that the CONSULTANT, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONSULTANT'S services under the AGREEMENT.

GP 14.2 To avoid a conflict of interest, the firm(s) awarded a contract will be ineligible to:

GP 14.2.1 Submit bids for subsequent construction contracts for work related to the Project.

GP 14.2.2 Submit Proposal Packages for any services in response to specifications drafted by Proposer.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONSULTANT."

SAMPLE RECITALS

- A. WHEREAS, the COUNTY has invited Proposal Packages through the Request for Proposal Packages, RFP # 10263 for _____, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONSULTANT has submitted a responsive and responsible Proposal Package to perform such services; and
- C. WHEREAS, CONSULTANT has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the COUNTY and CONSULTANT, for the consideration hereinafter named, agree as follows:

SAMPLE PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONSULTANT'S Proposal Package, the COUNTY hereby engages the CONSULTANT to provide the services set forth in RFP # 10263 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10263. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 10263 dated _____,

Addendum

CONSULTANT'S Proposal Package dated _____, including all attachments and exhibits, to RFP # 10263

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONSULTANT'S Proposal Package (with all

attachments and exhibits), RFP #10263, Addendum, Certificate of Insurance, and Additional Insured Endorsements.

SAMPLE 1.0 SCOPE OF SERVICE

[_____]

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. The COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

SAMPLE 3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONSULTANT shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONSULTANT, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONSULTANT shall reference the AGREEMENT number and RFP # 10263 on all invoices submitted to the COUNTY. CONSULTANT shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The COUNTY shall certify the invoice, either in the requested amount or in such other amount as the COUNTY approves in conformity with this AGREEMENT, and shall promptly submit such invoice

to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

SAMPLE 4.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the COUNTY's contract administrator or to CONSULTANT'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Manager
County of Monterey, Contracts/Purchasing
Division
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4998 FAX No.: (831)
755-4969

TO THE CONSULTANT:

Name _____
Address _____

Tel. No. _____ FAX
No. _____

ATTACHMENTS & SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10263**
ISSUE DATE: 12/21/2010



RFP TITLE: Architecture & Engineering and Construction Administration Services for Re-Roofing & Limited Weatherization & Façade Improvements for the Monterey County Old Jail, located at 142 West Alisal, Salinas, CA

PROPOSAL PACKAGES ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING MANAGER BY:
3:00 P.M., LOCAL TIME, ON Friday February 4, 2011

ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
Attn: JAIME AYALA
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
JAIME AYALA (831) 755-4998 ayalaj@co.monterey.ca.us

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR QUALIFICATIONS PACKAGE:

- ☐ COMPLETED ATTACHEMENT A – GENERAL FIRM INFORMATION SHEET
- ☐ COMPLETED ATTACHMENT B – PROJECT EXPERIENCE SHEET
- ☐ COMPLETED ATTACHMENT C – HOURLY FEE SCHEDULE SHEET
- ☐ COMPLETED ATTACHMENT F – RFP # 10263 - PROPOSAL SHEETS # 1, 2 & 3 – SUMMARY OF FEES

This Signature Page must be included with your submittal in order to validate your Proposal Package.
Proposal Packages submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my Proposal Package at the price quoted, subject to the instructions and conditions in the Request for Proposal Package package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Proposal Package.

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

County: _____

State: _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____

ATTACHMENT A General Firm Information

Please prepare a general information summary about your firm which, at a minimum, includes the following:

Firm Name and Address

Year Established

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

DUNS Number

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

Ownership Type

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

Point of Contact.

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

Former Firm Names

Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

Employees by Discipline

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

Litigation History

Description of litigation to which the firm has been a party in the most recent five year period. Please include the following details:

- 1) Name of case,
- 2) Date filed,
- 3) Court in which filed,
- 4) Judgment or result.

---End of ATTACHMENT A---

ATTACHMENT B Project Experience

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

Project Name

Brief Project Description

Client Name

Client Contact Info

Please include phone number and email address if possible as the County will conduct reference checks using this information.

Size of Project

Please include square footage and total cost.

Name of General CONSULTANT on Project

Specify the Specialty Area

Specify which of the following specialty areas this project falls under: Commercial, Office, Warehouse/Storage, I.T., Maintenance, Criminal Justice, or other (specify which).

Additional Comments (if relevant)

---End of ATTACHMENT B---

ATTACHMENT C: Hourly Fee Schedule

The undersigned, having read and understood all Proposal Package information, hereby submits fees for RFP #10263. It is also understood that the fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the selection committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Position/Title	Hourly Rate (Indicate changes per year if any)	
	2010/11	2011/12
Principal/Owner		
Project Manager		
Architect		
Mechanical Engineer		
Structural Engineer		
Other		
Other		
Cost Estimating_____		
Other (indicate)_____		
Other (indicate)_____		
Other (indicate)_____		

Reimbursable Items to be Billed (County shall reimburse for any approved travel expenses as per IRS allowances only) (Please list)	Estimated Cost Bill (Note, indicated markup, if any, shall not exceed 10%)	
	Total Cost	% of Markup calculated

---End of ATTACHMENT C---

County of Monterey

168 W. ALISAL STREET 3RD FLOOR
SALINAS, CA 93901
(831) 755-5115
FAX (831) 757-5792
www.co.monterey.ca.us

**ATTACHMENT D: Liability Waiver****Waiver of Liability**

The undersigned hereby releases and forever shall indemnify, discharges, and hold harmless The County of Monterey, its administrators, agents, officers, and employees, and all other persons, firms, corporations and institutions, who it might be claimed to be liable, none of whom admit any liability from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever and particularly on account of all injuries known and unknown, both to person and property, which have resulted or may in the future develop from any accident which might occur as a result of any event, or activity sponsored by or taken place at The County of Monterey. The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, stipulated or otherwise, on account of the injuries and damages above mentioned, and for the express purposes of precluding forever any further or additional claims arising out of any possibility accident by the undersigned.

It is further agreed that the release expresses a full and complete settlement of liability, regardless of the adequacy of the aforesaid and that the acceptance of this release shall not operate as an admission of the liability on the part of anyone, with respect to any claim the part or parties release may have against the undersigned.

County of Monterey

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Waiver of Liability

This release is binding on my heirs, executors, assigns and administrators

This is a voluntary release for any and all future injuries or accidents. The undersigned is aware of the risks of attending, traveling to and participating in any and all events and hereby assumes all risks. The risks include those foreseen and unforeseen, known and unknown.

I have read and understand all of the above on this the _____ day of _____, 2010.

Signature

Authorized Signing Official

Print Name

---End of ATTACHMENT D---



ATTACHMENT E: Entry Access Authorization Form

Department of Public Works - County of Monterey

SUBJECT: Entry Access Plan – Monterey County Old Jail Building

Purpose, _____ Requests entry into the Old Monterey County Jail Facility
 for _____ Medical Clearance _____ by _____
 name of entrant _____ on _____
 Date(s) of entry _____, 2010 at approximately _____:
 time _____. The entry will require _____ approximate hours _____ of time in
 the Old Jail Main

Structure. The entry is authorized subject to the following provisions.

1. Contact Tony Mitre / Capital Projects Management at (831) 796-3031 for assistance and entry access.
2. Provide The County of Monterey Department of Public Works with the following documentation prior to entry;
 1. Medical Clearance by your physician to wear a P-100 respirator.
 2. Entry into Old Jail requires PPE (Personal Protective Equipment): Entry into the closed areas of the Old Jail requires use of a P-100 respirator, disposable coveralls and latex gloves. Flashlights are required. PPE equipment shall be provided by each individual at their own expense.
 3. The Entrant acknowledges that they are entering a County of Monterey facility know to contain **Lead Paint, Asbestos and Mold**.
 4. Insurance Certificate naming County of Monterey as Additionally Insured, limits of Liability as set by the County of Monterey Risk Management Department. Reference attached liability limits.
 5. Safety: Each entrant will be responsible to follow safety procedures by use of PPE . Entrants shall follow Cal-OSHA respiratory protection and hazardous materials regulations. Entrants will participate in a pre-entry safety briefing. The County may set restrictions or conditions on the day of entry. The County or any of the entrants may stop the entry prior to during the entry if safety or environmental problems become apparent.
3. County and it's Environmental Survey & Monitoring company will accompany the entrants into the Old Jail.
4. **Property: No stored or other property shall be removed from the building(s).**
5. Entrants: The following persons are authorized to enter the Old Jail and adjacent structures for inspection on .

Entry plan completed by: _____ Title _____

Entrants shall agree to entry plan requirements prior to entry.



ATTACHMENT F – PROPOSAL SHEET – SUMMARY OF FEES – Re-Roofing Administration Wing page 1 of 1

MONTEREY COUNTY OLD JAIL – LIMITED WEATHERIZATION & FAÇADE IMPROVEMENTS - ADMINISTRATION WING – RFP - # 10263
142 WEST ALISAL, SALINAS, CA

CONSULTANT	Schematic Design Phase	Design Development Phase	Construction Document Phase	Plan Check & Permit Phase	Bid Administration Phase	Construction Administration Phase	Project Closeout Phase	TOTAL
1. Architect								
2. Structural Engineer								
3. Mechanical Engineer								
4. Other Consultant								
5.								
6.								
7.								
TOTAL:								



ATTACHMENT F - PRICING SHEET – SUMMARY OF FEES – Limited Weatherization – Add # 1 page 2 of 3

MONTEREY COUNTY OLD JAIL – LIMITED WEATHERIZATION - ADMINISTRATION WING – RFP - # 10263
142 WEST ALISAL, SALINAS, CA

CONSULTANT	Schematic Design Phase	Design Development Phase	Construction Document Phase	Plan Check & Permit Phase	Bid Administration Phase	Construction Administration Phase	Project Closeout Phase	TOTAL
1. Architect								
2. Structural Engineer								
3. Mechanical Engineer								
4. Other Consultant								
5.								
6.								
7.								
TOTAL:								

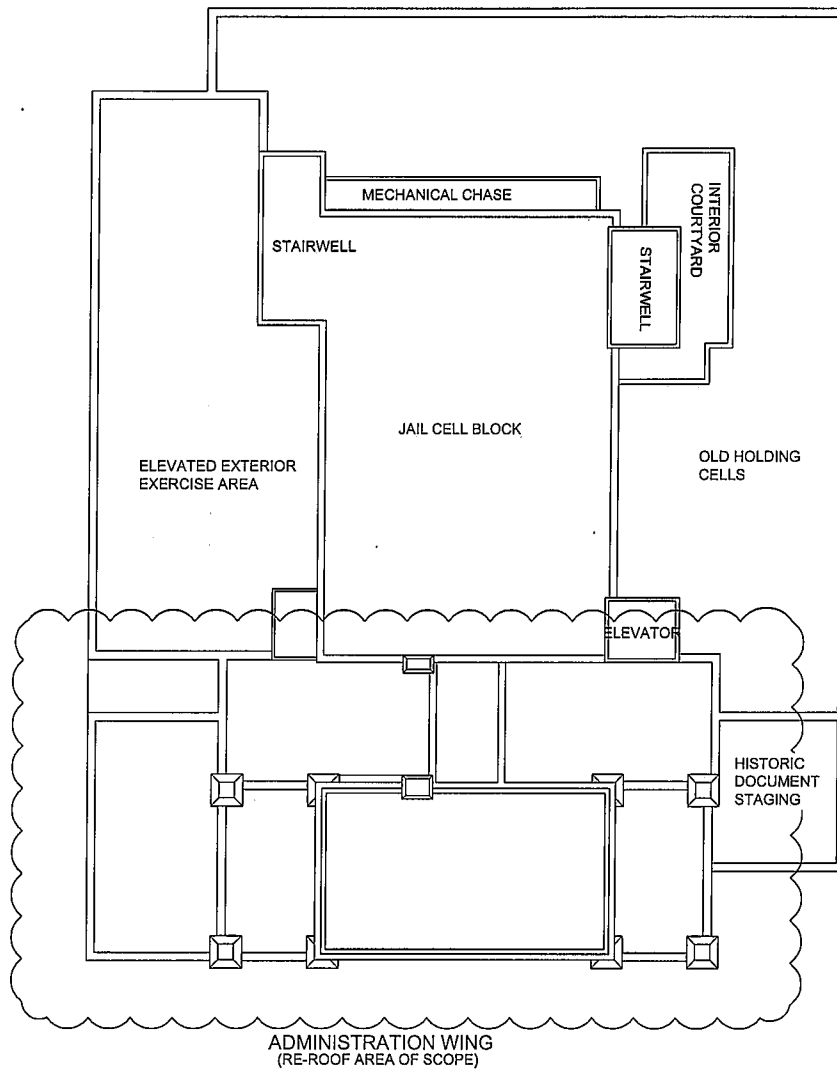


ATTACHMENT F - PRICING SHEET – SUMMARY OF FEES – Limited Façade Improvements – Add # 2 page 3 of 3

MONTEREY COUNTY OLD JAIL – LIMITED WEATHERIZATION - ADMINISTRATION WING – RFP - # 10263
142 WEST ALISAL, SALINAS, CA

CONSULTANT	Schematic Design Phase	Design Development Phase	Construction Document Phase	Plan Check & Permit Phase	Bid Administration Phase	Construction Administration Phase	Project Closeout Phase	TOTAL
1. Architect								
2. Structural Engineer								
3. Mechanical Engineer								
4. Other Consultant								
5.								
6.								
7.								
TOTAL:								

COUNTY OF MONTEREY OLD JAIL
142 WEST ALISAL STREET, SALINAS



142 WEST ALISAL STREET, SALINAS

 EXISTING ROOF PLAN

REQUEST FOR PROPOSALS

RFP #10263

FOR
ARCHITECTURE & ENGINEERING &
CONSTRUCTION ADMINISTRATION SERVICES

for

Re-Roofing
Limited Weatherization & Facade Improvements

to the

Monterey County Old Jail Administration Wing
located at

142 West Alisal, Salinas, CA

