

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Department of Public Works



REQUEST FOR QUALIFICATIONS

for

**CONSTRUCTION INSPECTION, MATERIAL TESTING,
AND
CONSTRUCTION MANAGEMENT SERVICES**

RFQ No. 9867

Release Date: December 11, 2008

**Submittal Deadline:
January 23, 2009 not later than 5:00 PM (Pacific)**

Placer County RFQ No. 9867
Construction Inspection, Material Testing, and Construction Management
Services

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- A. Sample Contract**
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1.0 INTRODUCTION

The County of Placer is requesting Statements of Qualifications (SOQs) from qualified individuals or firms to provide on-call construction inspection, material testing and construction management services for various capital improvement projects and public and private land development projects within the County. The County is seeking firms with solid construction management skills, a sufficient depth of resources to satisfy contract requirements, and that are sensitive to the complex local and regulatory issues unique to work in the County. The selected firms will have knowledge of the Caltrans Construction Procedures Manual, Caltrans Standard Plans, and Caltrans Standard Specifications as well as knowledge of the Placer County Land Development Manual and the Placer County Stormwater Management Manual. The firms will also have working knowledge and experience managing and inspecting roadway and bridge construction projects and the federal funding requirement for projects funded with federal grants administered through Caltrans. Firms wishing to be considered for work east of Donner Summit should also be familiar with erosion control and stormwater treatment projects and the regulatory agencies that govern the Tahoe Basin. The County shall not provide office space for construction management staff. This Request for Qualifications (RFQ) includes a description of the scope of work, evaluation and selection process, submittal requirements, and insurance requirements.

Direct all inquiries regarding this RFQ in writing to:

AJ Nunez, CPPB, Buyer II
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4256
ajnunez@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and Statement of Qualifications submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFQ will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFQ. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her submittal.

2.0 SCHEDULE

The following represents the tentative schedule for this RFQ. All dates are subject to change.

RFQ Available to Prospective Consultants	December 9, 2008
SOQ Due	January 23, 2009
SOQ Evaluation by Review Team	January 29, 2009 – February 27, 2009
Board of Supervisor Meeting - Approval of Consultant List	March 17, 2009

3.0 BACKGROUND

Placer County is located north east of Sacramento, and extends east from the Sacramento Valley to the Lake Tahoe Basin at the California/Nevada Stateline. Services will be required throughout Placer County, including the Lake Tahoe basin. The purpose of this solicitation is to create two lists of approximately ten (10) pre-qualified firms. One list will cover the western portion of Placer County (west of Donner Summit) and the other list will cover the eastern areas of the County. Responding firms may be placed on both lists. Firms submitting Statements of Qualifications should indicate which list(s) they are interested in being placed on. The lists will be valid for a three (3) year period, with an option to renew them for two (2) additional one-year periods. These lists will be utilized to generate Blanket Purchase Orders (BPOs) and informal solicitations for contracts up to \$250,000.00. Contracts over \$250,000.00 may require a project-specific RFP .

The successful firms may be requested to perform construction inspection, construction management, and/or material testing services for capital improvement or land development projects. Projects to be inspected may be designed by private consultants or County staff. The type of work anticipated includes roadway construction, construction traffic control, bridge construction, slope repair, subdivision improvements, erosion control improvements, golf course construction, grading, revegetation, drainage, utility installation, and pavement restoration.

Work will be assigned by soliciting informal proposals from one or more of the successful Consultants depending on the type of work required, experience and expertise, proposed work product, current workload, ability to respond, or other criteria. The County makes no specific guarantee of a minimum or maximum number of hours or amount of services which shall be requested of any single Consultant. Award of actual contracts and delivery of services are further described in **Section 11.0**.

4.0 PREVAILING WAGE REQUIREMENTS

The services described herein are for publicly funded projects, considered “public works” as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

5.0 SCOPE OF WORK

The County will contract with Consultant(s) to provide a Construction Manager/Resident Engineer (licensed as a Professional Civil Engineer Registered in the State of California) and/or qualified inspectors or material testers to perform project construction inspection and material testing during the period of project construction. These services will encompass serving as the County's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, material testing, managing the construction project, and evaluating Contractor's claims.

All inspection, material testing, construction management, and related activities shall be completed as described in the Construction Management Procedures (CMP) Manual prepared by the Consultant specifically for the project and approved by the County. In addition to the approved CMP Manual the Consultant shall perform its activities in accordance with the latest edition of, but not limited to, the following documents:

- Draft Project Plans and Specifications
- Regulatory Agency Permits (if applicable)
- Placer County Land Development Manual (Available for purchase at Placer County DPW, 3091 County Center Drive, Suite 220, Auburn, CA 95603)
- Caltrans Standard Test Methods
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement
- Caltrans Local Agency Procedures Manual
- Caltrans Standard Specifications and Standard Plans

Specific services anticipated to be requested are as follows:

- 5.1 **Documentation of Pre-construction Conditions** – Consultant shall document pre-construction conditions using photographs, written notes, and video. All sites shall be video taped in their entirety. Special or sensitive areas shall be noted and extra documentation may be required. Copies of all documentation, including photographs, notes and video, shall be given to the Construction Engineer and become property of the County.
- 5.2 **Meetings** – Consultant shall prepare for and conduct periodic meetings between the Contractor, County staff, the Design Engineer and agencies related to assigned projects. Meetings to be anticipated include a pre-construction meeting, periodic meetings with the Contractor and County, and monthly meetings with the County and related regulatory agencies. The Consultant will be expected to meet with interested property owners as necessary during the periods of construction. For public projects, the consultants may be required to publish weekly updates in the local paper as to where work will be done each coming week, if applicable.

- 5.3 **Schedule Review** - Consultant shall review the Contractor's construction schedule, request updates as appropriate and track delays or accelerations based on actual Contractor operations.
- 5.4 **Cost Control** – Implement necessary procedures for an effective system of cost control to track change orders, extra work requests, claims, progress payments, etc. On a monthly basis, the Consultant shall submit a brief report comparing actual cost against budget. Prepare necessary documents for progress payments and change order approval and related activities. Maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Placer County procedures. The calculations of quantities and documentation shall be in a form approved by the Construction Engineer.
- 5.5 **Submittals and Clarifications** – The Consultant shall issue necessary clarifications and interpretations of the Contract Documents in response to requests by the Contractor. The Consultant shall also accept and process Submittals, including but not limited to shop drawings, product data and product samples. The Consultant shall review those submittals that are appropriate. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible for assuring that all submittals are reviewed and returned in a timely manner.
- 5.6 **Contract Modifications/Change Orders/Claims** – Consultant shall perform the evaluation and administration of all contract modifications, change orders and claims. The Consultant shall review all requests for merit; perform an independent estimate and make recommendations to the County for consideration. For approved recommendations, the Consultant will complete all required documentation to process the change. In the event of a claim, the Consultant will immediately notify the County and will work toward a timely resolution of the claim with the contractor, if possible. Status of any outstanding claims will be included with the Consultant's monthly report to the County.
- 5.7 **Field Inspection**
- A. Consultant shall provide field inspectors to inspect the contractor's construction work on a daily basis. The Consultant will inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor as referenced in the contract documents. Consultant's Field inspectors shall monitor the Contractor's performance from the perspective of quality, cost and schedule and shall enforce the requirements of applicable Contract Documents.
 - B. Daily inspection reports and diaries of Contractor's construction activities shall be completed daily and available to the Construction Engineer on the next day. The County Project Manager or designee shall compare notes with the Contractor's representative at the end of each day to confirm work that is accomplished and quantities. The Consultant will document special situations by photograph or video. Consultant shall document any defective work until it is repaired to the Consultant's satisfaction and quality of work in accordance with the contract document.

C. Daily inspection reports shall include, at a minimum, the following information:

- The number, classification and hourly summary of activity of each of the Contractor's employees working;
- Materials deliveries;
- Number, type and hourly summary of Contractor's equipment on site, both working and not used;
- Weather conditions;
- Discussions with the Contractor;
- Problems and issues addressed;
- Changes; and
- Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

5.8 **Reporting** - The Project Manager shall prepare and submit a written bi-weekly report to the Construction Engineer describing updates of assigned projects progress, percent of work completed, percent of funds expended including change orders, and any community relations issues. All outstanding deficiencies and claims shall also be noted in the bi-weekly report until resolved or settled.

5.9 **Testing** – If required in the specific Professional Services Agreement, Consultant shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, asphalt, concrete and other testing required by law or the Construction Contract Documents. Certified technicians shall complete all testing work and all laboratory facilities shall be certified to perform the respective tests and approved by the Construction Engineer. Consultant will review results of tests, forward copies of the results to the Construction Engineer as part of the bi-weekly report and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the Contract Documents.

5.10 **Final Completion & Acceptance** – After the project is substantially complete, the Consultant will schedule a walk-through with the Construction Engineer and shall prepare a "punch list" of incomplete or unsatisfactory items and submit the list to the contractor. Once all work is satisfactorily complete, the Consultant will deliver a statement to the County indicating that to the best of their knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Construction Contract Documents and will recommend acceptance.

5.11 **Other Tasks** – The Consultant shall also be required to perform the following tasks:

- A. Monitor Contractor's coordination with various utility companies.
- B. Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans.
- C. Track and resolve community complaints as directed by the Construction Engineer.
- D. The Consultant shall notify the Construction Engineer of any errors or omissions that are found on the plans and specifications during construction within two working days of discovery.
- E. The Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications. The Consultant shall review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.
- F. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of CAL OSHA Construction Safety Orders.

5.12 **Project Closeout** – At the close of the project, the Consultant shall submit the following items to the County's Representative:

- A. All records, maps, and plans maintained by the Consultant during construction.
- B. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
- C. One complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
- D. One set of record drawings of as-built changes in neat red pencil.
- E. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.

5.13 **Construction Management Plan** – The Consultant shall have a written construction management plan or set of procedures which its engineers/inspectors use to provide construction management and quality assurance services. The plan

shall indicate standards and level of effort the Consultant's staff will adhere to during all phases of the construction work.

- 5.14 **Breach by Construction Contractor** – The Consultant shall not be held responsible for breaches by the Construction Contractor with the County, unless such breach is caused or contributed to by the Consultant's negligence or by its failure to perform its obligations under the agreement between the Consultant and the County. The Consultant shall support the County in any post-completion dispute with the Construction Contractor, rendering reasonable assistance and providing access to its records, but will not be required to incur out of pocket costs such as retaining independent experts.

6.0 SUBMITTAL FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. Provide the information in the order specified and use tabs to identify the different sections of your submittal. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. **Excessive information will not be considered favorably.** Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Documents shall be three hole punched, include section tabs and should be fastened with binder clips and/or placed in a three ring binder(s). The least amount of packaging required is desirable. Statements of Qualifications shall contain the following elements, and in the order given:

6.1 Cover Letter with the following information:

- A. Title of this RFQ.
- B. Clearly designate which area the firm is interested in performing work: the western portion of Placer County (west of Donner Summit), eastern areas of the County or both.
- C. Name and Mailing Address of firm (include physical location if mailing address is a PO Box)
- D. Contact Person, Telephone Number and Fax Number
- E. Year firm was established
- F. Type of organization of firm (partnership, corporation, etc.)
- G. Firm's organization structure, its constituent parts and size variation of employees in the past five years
- H. A statement that the submitting firm will comply with nondiscrimination provisions and compliance with DBE, MBE, WBE or DVBE requirements if required by funding grant requirements

- I. A statement that the submitting firm will perform the services as described in this RFQ
- J. All submittals will be considered public information and, subsequent to processing of this RFQ, all or part of any submittal will be released to any person or firm who requests it. Therefore, proposers shall specify in their Cover Letters if any portion of their submittal should be treated as proprietary and not releasable as public information. However, preparers should be aware that all such requests may be subject to legal review and challenge.
- K. Signature Requirements

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. **Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in this RFQ and a commitment to enter into a binding contract, if requested.** Therefore, the Cover Letter must be signed in accordance with the following provisions:

- Statement of Qualifications submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the Statement of Qualifications a Power-Of-Attorney evidencing authority to sign submittal, dated the same date as the Statement of Qualifications and executed by all partners of the firm.
- Statement of Qualifications which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Statement of Qualifications which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

- 6.2 **Firm's Organization Chart** – Including its constituent parts, and size variation of employees in the past five years.
- 6.3 **Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Indicate any specialized expertise relevant to public works projects.
- 6.4 **Sub-consultants** - Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

- 6.5 Experience and References** – Provide a summary of the firm's experience with similar projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects. Include references for three of the projects stated in your summary, including date of project, contact person and phone number, and a brief description of the project that clearly demonstrates your firm's abilities.
- 6.6 Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member, including length of service with the firm and resume, and the qualifications/experience of subconsultant staff on your project team. Include an organization chart of the staff available for projects. Include a brief discussion of current project commitments made to other agencies and a table showing the percentage of time key staff members are available during the period of 2009 through 2012.
- 6.7 Project Methodology** – Provide a detailed discussion of your firm's approach to the successful implementation of projects. Include discussions of methodologies you believe are essential to accomplishing project directives.
- 6.8 Cost Control** – Describe your firm's past record on controlling costs, quality of work and established schedules by citing at least three examples of comparable projects. Identify client and project name, estimate, actual project cost, original project schedule and completion time of project.
- 6.9 Project Approach** – Provide a narrative on how your firm would approach a scope of work for a typical project related to the work discipline and how your firm can assure timely completion of project(s).
- 6.10 Standardization/Quality Control** – Describe how your firm standardizes its project work and quality control procedures or activities to assure a high level of quality in preparation of submittals related to the work discipline.
- 6.11 Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by Placer County staff (Section 12.0)
 - Non-conflict of interest (Section 13.6)
 - Non-collusion (Section 13.7)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 13.8). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7.0 FEE SCHEDULE

- A. Provide a complete fee schedule for all services to be delivered, which must include hourly rates for all proposed staff members. The fee schedule provided in response to this section shall be the maximum rates to be charged during the first year of the effective period of the Qualified List(s). Any requests for rate increases after the first year shall be submitted in writing to the Procurement Services Division not less than 30 days in advance of such rate increase. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time, but in no event shall it be greater than the current Consumer Price Index, California Urban Wage Earners and Clerical Workers as published by the U.S. Department of Labor.

Note: All Fee Schedules shall be submitted in a separate sealed envelope, clearly marked with the name of your firm, the name of this RFQ, and identified as "Fee Schedule for (name & number of RFQ)" Include one original and one copy.

- B. Staff meetings of the Consultant shall not be billable to the County.
- C. Charges for supervision of Consultant's staff by the "Principal" or "Senior Civil Engineer in Charge" will only be considered for work directly related to the project and approved by the County prior to performance. Charges for general supervision will not be considered part of the services for which payment will be made.
- D. Time required by the Consultant to reach the designated office will not be considered part of the services for which payment will be made.
- E. Time charged by each individual to a contract executed under this RFQ shall be documented on County approved time sheets. Billing shall be on a four-week interval as designated by the County.

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 One (1) original and five (5) copies of your Statement of Qualifications shall be submitted not later than the time and date indicated on the cover page of this RFQ.
- 8.2 One (1) original and one (1) copy of your Fee Schedule shall be submitted in a **separate sealed envelope**, clearly marked with the name of your firm, the name of this RFQ, and identified as "Fee Schedule for (name & number of RFQ)"
- 8.3 Statement of Qualifications must be submitted ONLY to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

- 8.4 Faxed and/or emailed submittals shall not be accepted.
- 8.5 The County of Placer shall not be responsible for submittals delivered to a person or location other than that specified herein.
- 8.6 Late submittals shall not be accepted or considered.
- 8.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFQ number and title on the outside of the parcel.
- 8.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 8.9 The County reserves the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 8.10 All costs associated with submittal preparation shall be borne by the preparer.
- 8.11 All Submittals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of Statement of Qualifications.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm (per Sections 6.3 and 6.5)	30
B. Experience and qualifications of proposed staff including subcontractors (per Sections 6.4 and 6.6)	30
C. Project Methodology and Cost Control (per Section 6.7 and 6.8)	10
D. Project Approach (per Section 6.9)	20
E. Project Standardization/Quality Control (per Section 6.10)	10
Total Possible Points:	100

Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFQ.

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria.
- 10.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the Statement of Qualifications should be submitted initially on the most favorable terms that the firm or individual might submit.
- 10.3 The County reserves the right to select to the firm(s) that presents the best qualifications and whose submittal best accomplishes the desired results.
- 10.4 The County reserves the right to reject any or all submittals, or to waive minor irregularities in said submittals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a submittal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

11.0 ASSIGNMENT OF WORK

- 11.1 Upon award of a contract resulting from this RFQ, all selected firms will be required to execute the County's standard form contract, a sample of which is shown on **Attachment A**. County's receipt of a Statement of Qualifications by submitting firms demonstrates their willingness to enter into a contract with the County. Agreements in excess of \$50,000 will require Board of Supervisors' approval; agreements less than \$50,000 may be executed by the Purchasing Manager or the County Executive. Consultants are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.
- 11.2 Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the awarded Consultants depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.
- 11.3 Consultant(s) will typically be required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used. The fee schedule submitted in the proposal or task sheet shall be the same as the fees included in the Consultant's original qualifications submittal.
- 11.4 The County makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In

addition, the award of any agreement to a Consultant shall in no way be considered an exclusive agreement to provide service for the County.

- 11.5 Firms who are awarded contracts from the Qualified List will be required to submit billings on a direct expense basis, based on the terms of the Professional Services Agreement executed by the Consultant and the County for the specific project. The cost for specific projects shall generally be negotiated in accordance with the fee schedule provided by consultant in response to **Section 7.0** of this RFQ. Invoices shall be itemized and submitted in the manner described above.

12.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for contracted projects as a result of this RFQ. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

13.0 GENERAL TERMS & CONDITIONS

- 13.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**. Consultants/individuals submitting a Statement of Qualifications are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.
- 13.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 13.3 **Ownership of Information.** All reports, documentation, and material developed or acquired by the Consultant as a direct requirement specified herein shall become the property of the County of Placer. The Consultant shall agree and understand that all discussions with the Consultant and all information gained by the Consultant as a result of the Consultant's performance under the contract, shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the County of Placer.
- 13.4 **Notices.** Any written notice to the Consultant shall be deemed sufficient when deposited in the United States Mail, postage prepaid, to the Consultant's address as

listed on the signature page of the contract or at such address as the Consultant may have requested in writing.

- 13.5 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 13.6 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 13.7 **Non-Collusion.** Firms submitting a Statement of Qualifications shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate submittal for the same RFQ and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to Statements of Qualifications which are submitted by firms who have partnered with others to submit a cooperative submittal that clearly identifies a primary contractor and the associated sub-contractors.
- 13.8 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A.**
- 13.9 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

SAMPLE CONTRACT

PSA NO. _____

ADMINISTERING AGENCY: DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (PSA) for
CONSTRUCTION INSPECTION, MATERIAL TESTING, and
CONSTRUCTION MANAGEMENT RELATED SERVICES of the

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of
_____, 200X, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to
as "COUNTY", and _____, located in _____, _____,
hereinafter referred to as "CONSULTANT".

W I T N E S S E T H

WHEREAS, the COUNTY requires qualified professional engineering services for the
CONSTRUCTION MANAGEMENT, INSPECTION, MATERIAL TESTING, AND
RELATED SERVICES of the _____, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such
services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required
professional services;

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

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional
services as an independent contractor to perform construction management, inspection,
material testing, and related services for the above PROJECT as described in Exhibit
"A" entitled "Scope of Services" attached hereto and by this reference incorporated
herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6
below.
2. SERVICES OF CONSULTANT. The professional services required of
CONSULTANT under this agreement shall consist of the tasks as described in "Scope
of Services" noted in the RFQ and attached to this Contract as Exhibit A.

CONSULTANT shall employ the customary skills and resources reasonably available to
the CONSULTANT in accordance with sound engineering practices. The professional
services shall be performed by or shall be immediately supervised by a principal or
senior engineer, currently registered as a professional civil engineer in the State of
California. The responsible engineer shall sign/seal all engineering data furnished by
him/her where appropriate indicating professional registration number.

CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this PSA as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following item to CONSULTANT. (This provision may be revised depending on specific negotiations between the CONSULTANT and COUNTY)
 - a. Project data developed to date.
4. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.
5. TIME OF COMPLETION. CONSULTANT agrees to complete all tasks listed in the Scope of Services except preparation of the Record Drawings within _____ calendar days from the Notice to Proceed. Upon Notice to Proceed, CONSULTANT shall prepare and follow a schedule, acceptable to the COUNTY, which will result in meeting the completion date with the exception of delays beyond the control of the CONSULTANT. CONSULTANT shall notify the COUNTY when this schedule is not met and state what actions are being taken to rectify this delay.
6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A" and "B" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "B" up to a total maximum sum of _____ DOLLARS (\$_____) to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "B" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "B" attached hereto and by this reference incorporated herein. The COUNTY may approve compensation for additional consulting services in an amount not to exceed _____ DOLLARS (\$_____) to the CONSULTANT if the Scope of Services is modified as described in Exhibits "A" and "B".

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY as allowed under the contract contingency set forth in Exhibit "B" or through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit "B" entitled "Payment Schedule", attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. All payment requests will be subject to those items identified in Exhibit "B". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this PSA.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.
9. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
10. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.
11. NONDISCRIMINATION. During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, 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.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

It is the CONSULTANT'S responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the availability of DBE subcontractors and suppliers. CONSULTANT will use all reasonable efforts to encourage DBE participation.

Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "*Notice to Bidders/Proposers Disadvantaged Business Enterprise Information.*"

The CONSULTANT shall maintain records of all subcontracts entered into with DBE subcontractors and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor. Upon completion of the agreement, a summary of these records shall be prepared and certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY.

12. HOLD HARMLESS AND INDEMNIFICATION. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the PSA or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct, of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend COUNTY as set forth in California Civil Code 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this PSA or agreement.

As used above, the term PLACER COUNTY means Placer County, or its officers, agents, employees, and volunteers

13. NON-ASSIGNABILITY. This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
14. ATTORNEYS' FEES. CONSULTANT and COUNTY agree, in the event COUNTY or CONSULTANT prevails in any action, suit, or proceeding commenced by COUNTY or CONSULTANT to complete the performance of this agreement or to seek damages for breach thereof, that either will pay reasonable attorney's fees for the other to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

15. **INSURANCE.** Throughout the time period of this agreement, the CONSULTANT shall provide the following minimum insurance coverages as listed below. CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, indicating companies acceptable to COUNTY, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating acceptable to the COUNTY shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONSULTANT does not furnish a new certificate of insurance prior to cancellation, the COUNTY may obtain the required insurance and deduct the premium(s) from PSA monies due the CONSULTANT.

Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

General Liability Insurance:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).

- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence
→One million dollars (\$1,000,000) aggregate

- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) for Products-Completed Operations
→One million dollars (\$1,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) aggregate for Products Completed Operations
→One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages:

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

Professional Liability Insurance (Errors & Omissions):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

CONSULTANT'S Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
17. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Venue shall be Placer County, California. The parties each waive any federal court removal rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.
19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
20. CANCELLATION. This agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
23. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
24. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY:

Attn: Project Manager
Placer County Department of Public Works
3091 County Center Drive
Auburn, California 95603
Fax: (530) 745-3540

CONSULTANT:

Attn: PROJECT MANAGER
CONSULTANT NAME
CONSULTANT ADDRESS
Fax: (xxx) xxx-xxxx

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first written above

“COUNTY”

STATE OF CALIFORNIA
COUNTY OF PLACER

By: _____
Chairman
Board of Supervisors

Date: _____

Award of PSA No. _____
Authorized by the Board of Supervisors
on: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

“CONSULTANT”

Company Name: _____

Type of Entity: _____

(Proprietorship, Corporation etc.)

State of Organization etc: _____

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

"If Contractor is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Contractor is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBITS

Exhibit A - Scope of Services (draft)

Exhibit B - Payment Schedule (draft)

Exhibit C - Consultants Standard Charge Rates (to be added at time of contract execution)

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION, MATERIAL TESTING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE _____ PROJECT

SCOPE OF SERVICES

- I. **Project Background** The existing bridge at _____ is being replaced through the Federal Highway Bridge Rehabilitation and Replacement (HBRR) program. The COUNTY has obtained environmental clearance, necessary right-of-way, permits, and prepared contract documents for construction of the new bridge.
- II. **Project Description** The COUNTY is contracting with CONSULTANT to provide professional construction management, inspection, and material testing services during construction. Work shall be performed in accordance with applicable County and Caltrans standards and standard practice.
- III. **Items of Work** The COUNTY contracts with the CONSULTANT to provide all required construction engineering services necessary to provide construction inspection, material testing, and construction management services of the _____. The intent of the contract is to have the CONSULTANT provide a Resident Engineer for inspection, material testing, and construction management services. The work product shall meet the minimum requirements identified in Exhibit "A".

Construction inspection, material testing, construction management, and related construction engineering services shall include the following tasks:

Task 1. Construction Management, Field Inspection, and Material Testing

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

The CONSULTANT will provide a Construction Manager (CM) and sufficient staff to perform construction administration oversight and inspection services during the construction of the various phases of the _____. All CONSULTANT staff shall work under the supervision of the CONSULTANT. These services will encompass serving as the COUNTY'S Resident Engineer to the Construction Contractor(s) with regard to activities at the construction site. The CONSULTANT's Construction Manager shall be a licensed Professional Civil Engineer Registered in the State of California.

The CONSULTANT's services will include documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CONSULTANT will assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the CONSULTANT shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CONSULTANT shall take appropriate action to ensure correction. The CONSULTANT shall also manage requests for clarification, coordinate work with the design engineer as required and manage the project changes, evaluate Contractor's claims and prepare progress pay estimates.

All construction management, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT specifically for this project and approved by the COUNTY. In addition to the approved CMP Manual the CONSULTANT shall perform its activities in accordance with but not limited to the following documents:

- Approved Project Documents and Plans
- Regulatory Agency Permits
- Placer County Land Development Manual
- Placer County General Specifications
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Public Works Inspectors Manual, 4th Edition

Task 1a. Construction Management Plan

The CONSULTANT shall prepare a construction management plan for the project for COUNTY approval. The plan shall indicate the standards and level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the COUNTY. At a minimum, the plan shall include the sections listed below:

1. Project Organization
2. Meetings
3. Communications Management
4. Preparation of Management Reports
5. Clarifications and Contract Interpretations of Specifications
6. Submittals/Shop Drawings
7. Design Modifications
8. Change Orders
9. Schedule Management

10. Claims Management
11. Testing and Testing Documentation
12. Progress Pay Estimate Preparation
13. Inspection and Inspection Reporting
14. Defective Work Correction
15. Record Drawings
16. Complaint & Community Relations Procedures
17. Safety
18. Photo/Video Documentation
19. Certified Payroll Review
20. Special Inspections
21. Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the Construction Manager (CM) and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

Task 1b. Documentation of Pre-Construction Conditions

CONSULTANT shall document pre-construction site conditions using photographs, written notes and/or video. Special or sensitive areas shall be noted and extra documentation may be required for these special or sensitive areas. Each photo shall be labeled with date, location, detailed description and photographer's name. Copies of all documentation, including photographs, notes, and video, shall be submitted to the County's Engineer and become the property of the County

Task 1c. Meetings

Anticipated meetings include a pre-construction meeting with the Contractor, COUNTY, regulatory agencies, grant agencies, and utility companies. Periodic meetings shall include daily discussions between the CM or designated representative and the Contractor; weekly meetings between the CM and COUNTY; and meetings scheduled as needed with regulatory agencies, other groups, or agencies. CONSULTANT shall prepare agendas and detailed meeting notes of all meetings and provide these documents to the COUNTY at the next regularly scheduled meeting.

Task 1d. Schedule Review

The CONSULTANT shall review the Contractor's construction schedule, request updates on weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP.

Task 1e. Cost Control and Monthly Progress Payments

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, claims and extra work requests.

The Construction Manager shall prepare quantities and estimates for monthly progress payments on the 19th of the month, and recommend approval to the COUNTY. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Placer County DPW Construction Division procedures. The calculations of quantities and documentation shall be in a form approved by the COUNTY.

Task 1f. Contract Modifications and Extra Work, Contract Change Orders, Claims

The CM shall perform the evaluation and administration of all contract modifications, requests for information, change orders, and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the COUNTY for consideration. All contract modifications, extra work, and contract change orders shall be approved by the COUNTY. If approved, the CM will complete all required documentation to process the change. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the COUNTY and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's weekly report to the COUNTY.

Task 1g. Submittals and Clarifications

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to requests by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The CM shall draft a list of required submittals in accordance with the project Specification for the County to review. The list shall be submitted to the County no later than 15 days after award of the Contract. The CM shall review those submittals that are appropriate. Submittals requiring review by the COUNTY shall be logged and transmitted for formal review. The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, and Submittal List. Updated submittal logs shall be made available to the County upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Task 1h. Field Inspection

The CONSULTANT shall provide sufficient inspectors to adequately inspect all Contractors' construction work. The CM or inspectors shall provide field observation of Contractor's construction work on a daily basis. The CM or inspectors will review all construction prior to burial, and provide for observation of all tests required to be performed by the Contractor or referenced in the contract documents. CM and field

inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the Resident Engineer at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed.

Daily inspection reports shall include, at a minimum, the following information: the number, classification and hourly summary of activity of Contractor's employees working, material deliveries, number, type and hourly summary of Contractor's equipment on site – both working and not used, weather conditions, discussions with the Contractor, problems and issues dealt with, changes, work completed on the day, itemization of extra work, and any other information necessary to create a satisfactory record of the days activities at the project site in accordance with standard inspection practice. Abnormal occurrences and unforeseen conditions shall be noted in the reports. The CONSULTANT will document special situations by photograph, written record and/or video.

The CM shall prepare and submit written weekly reports to the COUNTY describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports. The CM shall document any defective work until it is repaired to the CM's satisfaction and in accordance with the contract documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

Task 1i. Testing

The CONSULTANT shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law, or the Construction Specifications. Certified technicians shall complete all testing work and all laboratory facilities shall be certified to perform the respective tests and be approved by the COUNTY. The CM will review results of tests, forward copies to the COUNTY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications.

Task 1j. Final Completion and Acceptance

After the project is substantially complete, the CM will schedule a walk through with the COUNTY and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the CONSULTANT will deliver a statement to the COUNTY indicating that to the best of the CONSULTANT'S knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, that the project has been completed in accordance with the Project Conditions of Approval and Project Improvement Plans Construction Contract documents and CONSULTANT

recommends acceptance. A Proposed Final Estimate signed by the CM and the CONTRACTOR shall accompany the recommendation for acceptance.

Task 1k. Other Tasks

As part of the inspection and construction administration activities the CONSULTANT shall include the tasks listed below as part of the overall project activities:

1. Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans and submittals.
2. Provide community relations outreach effort by providing information on areas to be under construction to COUNTY for publication in newspapers and radio and tracking and resolving community complaints.
3. Inspect existing and proposed structures, landscaping and other improvements within the right-of-way and public easements for damage.
4. Any damage identified shall be documented and tracked until the Contractor repairs the damage to pre-project conditions or to plans and specifications.
5. Review weekly certified payrolls for compliance with State and Federal Wage Rate Requirements. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project. The detailed descriptions of the Labor Code requirements are described in Section 7 of the State Standard Specifications. The CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.
6. Notify the COUNTY of any errors or omissions that are found on the plans or specifications during construction within two working days after such errors are discovered.

Task 1l. Project Closeout

The CONSULTANT shall verify any operating and/or Regulatory Agency Permits are obtained and inspections are complied with and completed.

The CONSULTANT will submit to the COUNTY, the following close out items:

1. All records, maps, and plans maintained by the CONSULTANT during construction.
2. All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.
3. One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
4. One set of record drawings of field changes in neat red pencil.
5. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
6. A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the

CONSULTANT and a recommendation for the County to accept the Record Drawings.

IV. CONSULTANT Staffing

The CONSULTANT proposes to use _____ as the onsite Construction Manager for this contract. Additional staff and sub-CONSULTANTS are to be brought in on an as-needed basis. The COUNTY maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the COUNTY for the replacement staff in these key positions.

The Placer County Director of Public Works shall have the authority to reject the Construction Manager, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in the opinion of the COUNTY. The CONSULTANT shall provide qualified replacement staff acceptable to the COUNTY. In Addition, COUNTY reserves the right to employ COUNTY personnel to perform any or all portions of construction management, construction inspection, material testing, and/or clerical support in lieu of CONSULTANT's personnel at any time for any reason.

V. Other

The CONSULTANT is not responsible for breaches by the Construction Contractor with the COUNTY, unless such breach is caused or contributed to by the CONSULTANT's negligence or by its failure to perform its obligations under the agreement between the CONSULTANT and the COUNTY. The CONSULTANT will support the COUNTY in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not required to incur out of pocket costs such as retaining independent experts. CONSULTANT shall be reimbursed at the standard hourly rates in support of post construction disputes for time spent beyond those defined in the cost proposal.

The CONSULTANT and all SUBCONSULTANTS shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes including the submission of certified payroll

EXHIBIT B

PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT, MATERIAL TESTING, INSPECTION AND RELATED SERVICES FOR THE _____ PROJECT CONTRACT NO. XXXX

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each payment request shall provide a breakdown of hours for work activities described in the scope of work performed by the various staff members. All payment requests shall be subject to the overall cap of \$XXX,XXX (\$XXX,XXX with a contract contingency of \$XX,XXX). As provided by the Consultants proposal, the construction management and inspection budget is listed below:

Construction Management & Inspection Budget

	Contract Amount	
Consultant Staff		
Subconsultant Staff		
Total Labor Costs		
NON-LABOR COSTS		
Total Non-Labor Costs		
Total Contract Amount		
CM Services Agreement Contingency (Approx. 10%)		
Total Agreement Not to Exceed Amount		

Rates listed on in the chart above include all costs for materials, supplies, mobile phone, housing, per diem and miscellaneous equipment used by the Consultant and Subconsultants in the process of their daily activities to meet the requirements and deliverables listed in the scope of work and the approved construction management plan. The rates listed also include any cost differential for night work or overtime work. Rate for billing purposes will be based on a 9-hour day unless otherwise approved in writing by the County.

Total payment shall not exceed \$XXX,XXX without approval by the COUNTY. Budget amounts, as shown, may be reallocated within work items without modification to this agreement, subject to approval by the COUNTY. The CONSULTANT shall not undertake such work without the prior written approval of the COUNTY. Total payments shall not exceed \$XXX,XXX without modification to this agreement signed by both parties.

Upon the Consultant's request, the County will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261 if the Consultant deposits in escrow with an approved escrow agent or with a bank acceptable to the County, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a) The Consultant shall bear the expense of the County and the escrow agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Consultant pursuant to this section.
- c) Consultant shall enter into an escrow agreement satisfactory to the County, which agreement shall include provisions governing inter alia:
 - (1.) the amount of securities to be deposited,
 - (2.) the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (3.) conversion to cash to provide funds to meet defaults by the Consultant including, but not limited to, termination of the Consultant's control over the work, or other amounts to be kept or retained under the provision of the agreement,
 - (4.) decrease in the value of the securities on deposit,
 - (5.) the termination of the escrow upon completion of the agreement.

EXHIBIT "C"

PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT, MATERIAL TESTING, INSPECTION AND
RELATED SERVICES
FOR THE _____ PROJECT
CONTRACT NO. XXXX

CONSULTANT STANDARD CHARGE RATES

<u>Description</u>	<u>Regular Time Per Hour</u>	<u>Overtime Per Hour</u>	<u>Holiday Per Hour</u>
Construction Manager*	_____	_____ N/A _____	_____ N/A _____
Construction Inspector*	_____	_____ N/A _____	_____ N/A _____
Construction Materials Tester	_____	_____	_____
Lab work per attached test rate schedule (attach)			
Clerical Support (for Construction Manager)	_____	_____	_____

* Salaried employees will not be paid overtime or holiday rates.



PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

March 13, 2007

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in

the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.