

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of

Placer County Department of Public Works



**REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL CONSULTING SERVICES
FOR PUBLIC WORKS PROJECTS
IN EASTERN AREAS OF PLACER COUNTY**

RFQ No. 10017

Release Date: August 20, 2010

**Submittal Deadline:
September 17, 2010 not later than 5:00 PM (Pacific)**

Placer County RFQ No. 10017
Professional Consulting Services for Public Works Projects
in Eastern Areas of Placer County

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 Introduction	1
2.0 Background	2
3.0 Prevailing Wage Requirements	2
4.0 Disciplines Requested	2
4.1 Civil Engineering Design	3
4.2 Surveying	5
4.3 Revegetation Design & Inspection	6
4.4 Environmental Analysis and Documentation	7
5.0 Assignment of Work	8
6.0 Fees	8
7.0 Preparation of Proposal – Required Content	9
8.0 Submittal Instructions	11
9.0 Evaluation Criteria	12
10.0 Selection Procedure	12
11.0 Assurance of Designated Project Team	13
12.0 General Terms & Conditions	13

ATTACHMENTS

- A. Location Map
- B. Sample Contract

1.0 INTRODUCTION

Placer County is soliciting statements of qualifications (SOQs) from qualified individuals or firms to provide various consulting services for public works projects, typically for erosion control, storm water treatment, and transportation design projects in the Lake Tahoe Basin and Truckee River watersheds within Placer County.

Through this Request for Qualifications (RFQ), the County intends to adopt four (4) lists of approved firms, consisting of approximately six (6) to nine (9) firms per list, for each of the disciplines addressed in this RFQ. The disciplines are generally referred to as follows:

- Civil Engineering Design & Environmental Permitting
- Surveying – Topographical, Construction Staking, Right-of-Way
- Revegetation Design and Inspections
- Environmental Analysis and Documentation

All approved consultant lists established through this RFQ will be in effect for a period of three years, during which the County will contract for actual services on an as-needed basis.

The intent of this solicitation is to 'pre-qualify' firms or individuals to provide the services described in this RFQ on an as-needed basis. Award of actual contracts and delivery of services are further described in **Section 5.0**.

Firms or individuals are encouraged to submit qualifications for any or all of the four disciplines described in this RFQ (see **Section 4.0** for descriptions and scopes of work).

This RFQ includes a description of the scopes of work, assignment of work, fees, Statement of Qualification requirements and insurance requirements.

Direct all inquiries regarding this RFQ in writing to:

Ben Bramer
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4257
bbramer@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 proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to amend 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 signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 BACKGROUND

Placer County is located north of Sacramento County, and extends east from the Sacramento Valley to the Lake Tahoe Basin at the California/Nevada Stateline (see Location Map - **Attachment A**). Work performed under this RFQ will be confined to the portion of Placer County situated east of Donner Summit, with emphasis on the Lake Tahoe Basin and Truckee River watersheds. Periodically, the Department of Public Works needs to contract with consulting firms when workload exceeds staff resources to complete the project in a timely manner, or when special projects develop which are added to the budgeted workload. These projects may have design/permitting budgets from \$10,000 up to \$500,000.

The County currently has a number of ongoing projects in the eastern portion of Placer County. The Department of Public Works anticipates using this list of qualified consultants to provide services related to projects that are currently funded. Most of the projects require intensive planning, environmental, water quality, hydraulic and hydrologic analyses. The resulting qualified consultant list may be used for professional consulting services for some or all of these projects, as well as other projects.

3.0 PREVAILING WAGE REQUIREMENTS

Some projects performed by selected consultants may be considered "public works" projects as defined by California Labor Code Section 1720 et seq. The successful proposer(s) shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws.

4.0 DISCIPLINES REQUESTED

The County is seeking firms that have strong skills in one or more of the disciplines addressed by this RFQ, with particular emphasis on related depth of staff resources, and sensitivity to local and regulatory issues.

4.1 Civil Engineering Design

- A. Firms who wish to be considered for this discipline should have knowledge of:
- Placer County Land Development Manual (LDM);
 - Placer County Storm Water Management Manual (SWMM);
 - Caltrans design procedures, Standard Plans and Standard Specifications, bridge design;
 - Civil engineering standards for runoff controls, water quality treatment, and related environmental controls typical of the Lake Tahoe area;
 - Lake Tahoe Basin, its environment, and the relevant concerns of the communities and regulatory agencies (consultants may assist in community presentations and assessment of the consistency of projects with local plans and planning standards);
 - Planning and design processes developed by the Storm Water Quality Improvement Committee as outlined in the “Formulating and Evaluating Alternatives for Water Quality Improvement Projects”; dated July 2004.
 - California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes for developing environmental documents;
 - Development codes administered by the Tahoe Regional Planning Agency (TRPA); and
 - Local regulatory and funding policies administered by the US Forest Service – Lake Tahoe Basin Management Unit (LTBMU), California Tahoe Conservancy (CTC), Lahontan Regional Water Quality Control Board (LRWQCB) and TRPA.
- B. For this discipline, responsibilities may include project planning studies, engineering studies and/or engineering design for a variety of public work improvements required for a specific project. Typical improvements include roadway reconstruction, intersection modifications, roadway improvements (such as curbs, gutters, sidewalks, retaining walls, etc.) drainage improvements, roadway striping layout, revegetation, stream environment zone restoration, roadway safety structures, bridges, traffic signals, erosion control facilities, storm water treatment facilities, bikeway improvements, and/or design of other public works facilities generally associated with the existing County road system. Individual projects may include complete or partial design effort. Plans, specifications, and engineer's cost estimate may be required in Metric, English or dual units. Most of our projects have an emphasis on water quality treatment of storm water; therefore, staff expertise in hydrologic and hydraulic, and water quality treatment design, along with a strong understanding of the planning and design approaches being utilized in the Lake Tahoe Basin, will be considered key elements in qualifying for this discipline.

- C. Work will generally include preparation of plans, specifications and project design reports; and may include drainage calculations/reports, grading plans, public meetings/workshops, construction staking, design/structural calculations, and cost estimates. Design work must conform to the SWMM and applicable LDM and Caltrans standards. Normal design timeframe will be between 90 to 365 calendar days for completion of the final design. The work may also include surveying and base map preparation, locating existing utilities and coordinating any necessary utility relocations, traffic studies, traffic signal analysis, traffic counts, identification of required easements and/or construction permits, and/or preparation of any necessary legal descriptions and exhibits. All work must be supervised and sealed by a California Registered Civil Engineer.
- D. Preparation of design documents are also expected to involve the use of other related civil engineering services such as land surveying, geotechnical engineering, groundwater hydrology, transportation assessment (construction traffic, adequacy of roads, etc.), water quality testing and monitoring, and erosion control.
- E. In addition, firms qualifying for this discipline will typically be responsible for all agency approvals and compliance unless indicated otherwise. Agencies involved in the approval process may include the following:
- Placer County Department of Public Works
 - Federal Highway Administration
 - Caltrans
 - Central Valley or Lahontan Regional Water Quality Control Board (Report of Waste Discharge and Construction Activity Storm Water Permits - NPDES)
 - CA Dept. of Fish & Game (Stream Alteration Permits, if needed)
 - Tahoe Regional Planning Agency
 - California Tahoe Conservancy
 - U.S. Forest Service
 - Army Corp of Engineers
 - Bureau of Reclamation
 - U.S. Fish and Wildlife
 - California Department of Parks and Recreation
- F. All projects require a minimum level of environmental documentation as invoked by the CEQA and NEPA processes, and by TRPA (Lake Tahoe Basin). The elements of environmental documentation are described below in **Section 4.4**. However, additional staff support associated with the civil engineering discipline may be needed in preparing the minimum environmental evaluations required for projects including categorical exemption/exclusion or negative declaration/finding of no significant impact documentation is/are required for a project. To qualify for the civil

- G. Understanding the process of designing erosion control and storm water treatment projects in the Lake Tahoe Basin including preparation of plans, specifications, contract documents and construction cost estimates, obtaining regulatory agency approvals, and coordinating utility relocations in a cost effective and timely manner, will all be considered critical in attempting to qualify for this discipline.
- H. Projects may also involve assessment and redesign of Stream Environment Zones (SEZ) including determination of properly functioning conditions, HEC-RAS modeling, floodplain reconstruction, assessment of stream channel erosion, engineered wetlands, and SEZ restoration.

4.2 Surveying

To qualify for this discipline, the firm must have a California Registered Land Surveyor or California Registered Civil Engineer (for Civil Engineer, he/she must be licensed before January 1, 1982 and competent at performing land surveying services). Firms competing for this discipline must have strong surveying and mapping experience including, but not limited to, preparing legal property descriptions, preparing exhibits and plats, reviewing maps, familiarity with local coordinate system, and knowledge of GPS and GIS. The firm may be responsible for surveying and mapping services for one or more projects including, but not necessarily limited to the following professional services:

- A. Surveying and mapping services for a variety of public work projects. Typical services will include, but are not limited to, aerial photography, aerial base mapping, boundary surveys, topographic surveys, right-of-way surveys, construction staking, preparation of construction staking notes, preparation of legal descriptions and plats, and other miscellaneous surveying related services. Specific surveying services will be specified by project. Deliverables may be required in Metric, English or dual units.
- B. Accuracy of photography, mapping, and surveys will vary depending on the actual project. In general, surveys shall be based on a known coordinate system, third order accuracy, provide existing topographic grades within 0.05 foot (0.015 meter), and generate contours at 1 foot (0.250 meter) intervals. Topographic mapping in general shall include roadway geometric, utilities, right-of-way, adjacent property lines, control information, drainage facilities, trees, structures, pavement delineation, traffic control devices, waterways, and other miscellaneous existing elements.

- C. Right-of-Way Services may include surveying project sites to determine existing and/or proposed right-of-way, setting monuments at the right-of-way limits, filing record of surveys, and preparation of legal descriptions and plats in English and Metric units (which may require Consultant to obtain title reports, deeds, record of surveys, parcel maps, and assessor maps.)
- D. Base mapping shall be developed electronically and provided to the County in an AutoCAD/Land Development 2004 or better format. Electronic base mapping files shall contain the three-dimensional terrain model (used to create the contours), control points, topographic points, contour, and other information specified in the actual project contract.
- E. Construction staking services shall include construction staking, preparation of staking notes, and/or cut sheets from project plans, and as-built surveys. The detail and accuracy for construction staking will be specified in the actual project contracts.

4.3 Revegetation Design and Inspection

- A. Firms who wish to be considered for this discipline should have knowledge of:
 - Placer County Land Development Manual (LDM);
 - CEQA and NEPA processes for developing environmental documents;
 - Lake Tahoe Basin, its environment, and the relevant concerns of the communities and regulatory agencies (consultants may assist in community presentations and assessment of the consistency of projects with local plans and planning standards);
 - Development codes administered by the Tahoe Regional Planning Agency (TRPA); and
 - Local regulatory and funding policies administered by the US Forest Service – Lake Tahoe Basin Management Unit (LTBMU), California Tahoe Conservancy (CTC), Lahontan Regional Water Quality Control Board (LRWQCB) and TRPA.
- B. This discipline may require design and inspection services related to appropriate revegetation of erosion control and water quality projects, and for areas disturbed during construction activities. Knowledge of High Sierra and Lake Tahoe Basin revegetation species and regulatory policies is essential to qualify for this discipline. Tasks would include assisting the County with designing the revegetation portion of our projects consisting of: identifying existing site vegetation characteristics; determining species types; performing or documenting chemical analyses of soil materials to be revegetated; assessing necessary soil amendments; and determining protocol for seedbed preparation, planting methodology and irrigation

plans. The consultant may be required to prepare technical specifications for revegetation to be included in project contract documents. In addition, the consultant may be retained to inspect the revegetation portions of projects to provide guidance to the contractor and ensure revegetation components are installed in accordance with the project design.

4.4 Environmental Analysis and Documentation

- A. Firms who wish to be considered for this discipline should have knowledge of:
- Placer County Land Development Manual (LDM);
 - CEQA and NEPA processes for developing environmental documents;
 - Lake Tahoe Basin, its environment, and the relevant concerns of the communities and regulatory agencies (consultants may assist in community presentations and assessment of the consistency of projects with local plans and planning standards);
 - Development codes administered by the Tahoe Regional Planning Agency (TRPA); and
 - Local regulatory and funding policies administered by the US Forest Service – Lake Tahoe Basin Management Unit (LTBMU), California Tahoe Conservancy (CTC), Lahontan Regional Water Quality Control Board (LRWQCB) and TRPA.
- B. The consultant may be required to prepare Categorical Exemption/Exclusion, Mitigated Negative Declaration/Finding of No Significance, Environmental Impact Report/Environmental Assessment, and any other documents required for the CEQA/NEPA process. The consultant may also be required to prepare documentation required for the TRPA process.
- C. The consultant may be required to identify and delineate potentially threatened or endangered plant/animal species on project sites and evaluate project effects upon them. This type of evaluation must fulfill the requirements of a Biological Assessment/Biological Evaluation as set forth by the Endangered Species Act (ESA) of 1973 and the National Forest Management Act (NFMA) of 1976. In addition, if any special interest plant/animal species as defined by TRPA are identified on the project site, a Biological Evaluation/Review document must be prepared to evaluate whether proposed project actions will avoid significant adverse effects to those species. These types of evaluations may require formal documentation to facilitate NEPA/CEQA permitting of projects. Expertise with these type evaluations and regulatory requirements would be important in qualifying for this discipline.

- D. Many of the County's projects utilize federal funding which invokes the NEPA process in evaluating potential environmental effects caused by our projects. This process requires the assessment of cultural resources that may be impacted by those projects. Experience in this field is required to qualify for this discipline including data base search of cultural resources, field work related to identifying cultural resources and monitoring our projects during construction to identify and mitigate impacts to cultural resources. In addition, this type of evaluation may be required by CEQA.
- E. In compliance with antiquities mandates established by state and county governments under CEQA and NEPA, potential project impacts on heritage resources must be considered. If required, heritage resource studies are customarily performed in a series of phases, each one building upon information gained from the prior study as follows:

INVENTORY: First, an archaeological reconnaissance is performed to inventory existing heritage resources and constraints. If properties are discovered and if they may be subject to project-related impacts, their significance must next be evaluated.

EVALUATION: Next, and pending the outcome of the initial inventory, heritage resources subject to project-related impacts may need to be evaluated to determine their significance. Potential impacts to these significant resources can then be specifically assessed and detailed recommendations to mitigate impacts can be proposed. If project redesign to avoid impacts is unfeasible, then mitigation measures must be developed and implemented in order to recover the significant information contained within these heritage properties prior to project ground disturbance activities.

IMPACT MITIGATION AND DATA RECOVERY: A third and final phase may involve the implementation of mitigation measures recommended during the prior evaluation phase. Mitigation, or data recovery, typically involves additional field study, excavation, archival research, photo documentation, mapping, etc.

5.0 ASSIGNMENT OF WORK

The County will assign work by soliciting proposals from one or more of the qualified firms, from the applicable list, based on experience and expertise, proposed work product, consultant's current workload, ability to respond, or other criteria. The County does not guarantee any contracts or work assignments and reserves the right to unilaterally contract with any qualified consulting firm as the County deems prudent.

6.0 FEES

Consultants will be required to submit billings on a direct expense basis, based on the accepted fee schedule and the project-specific professional service agreement negotiated between the consultant and the County.

7.0 PREPARATION OF PROPOSAL – REQUIRED CONTENT

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. 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.

Consultants may be considered for one or more of the disciplines addressed in this RFQ. However, for clarity, please provide a response in your proposal to each work discipline (see Section 7.5 below). If you do not choose to propose on a certain discipline(s), please indicate (e.g., "Section 4.2, Surveying: We are not submitting qualifications for this discipline.").

All submittals shall contain the following elements, and in the order given:

7.1 Cover Letter with the following information:

- A. Title of this RFQ and name of Discipline(s) submitting for;
- B. Name and Mailing Address of Firm (include physical location if mailing address is a PO Box);
- C. Contact Person, Telephone Number and Fax Number; and
- D. A statement that the submitting firm will perform the services as described in **Section 4.0** for the applicable discipline(s).
- E. All submittals may be considered public information. Subsequent to award of this RFQ by the Board of Supervisors, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information.

7.2 Signatory 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.** Submittals shall be signed by one of the following representatives:

- If the response is submitted on behalf of a Partnership, the Cover Letter 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 response a Power-Of-Authority evidencing authority to sign proposals, executed by all partners of the firm; OR

- If the response is submitted by a Corporation, the Cover Letter 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; OR
- If the response is submitted by an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 Firm's organization chart, including its constituent parts, and size variation of employees in the past five years.

7.4 Firm's compliance with nondiscrimination provisions and compliance with DBE, MBE, WBE or DVBE requirements if required by funding grant requirements.

7.5 Firm's qualifications: For each work discipline that your firm desires to be considered, submit the following:

- A. **TAB A:** Provide a two-page maximum statement of the firm's qualifications for performing requested consulting services (as detailed for each work discipline your firm is proposing on, per **Section 4.0**). Indicate any specialized expertise relevant to public works design for each proposed work discipline. Indicate specialized expertise relevant to Environmental Improvement Projects (EIP) completed in the Basin.
- B. **TAB B:** Identify the services which would be completed by your firm's staff and those services typically provided by subconsultants. Identify subconsultants proposed to supplement your firm's staff.
- C. **TAB C:** Provide a one-paragraph summary of the qualifications/experience, relevant to the basin, of each team member, including length of service with the firm and one-page resume, and the qualifications/experience of subconsultant staff on your project team. Include an organization chart of the staff available for projects.
- D. **TAB D:** Provide a five-page maximum summary of the firm's experience with similar projects, with particular emphasis on any projects performed for Placer County and projects in the Lake Tahoe Basin and Truckee River watersheds. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects. Related experience to public sensitive projects should be included in the summary. Identify client and project name.
- E. **TAB E:** 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. These examples should relate to projects listed in the section above.

- F. **TAB F:** Provide a one-page 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 projects. Describe your knowledge of input and requirements by agencies involved in permitting stormwater quality improvement projects in the Lake Tahoe Basin.
- G. **TAB G:** 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.

7.6 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 11.0**), non-conflict of interest (**Section 12.7**), non-collusion (**Section 12.8**), and the ability to fulfill the indemnification and insurance requirements contained in the sample contract (**Attachment B**). Please note that actual Certificates of Insurance are not required as part of your submittal but will be required prior to award of any subsequent agreement.

8.0 SUBMITTAL INSTRUCTIONS

8.1 One (1) original and five (5) copies of your Proposal shall be submitted not later than the time and date indicated on the cover page of this RFQ. All responses shall be submitted in a sealed envelope or container, and clearly marked with the RFQ number and title on the outside of the parcel.

8.2 Proposals must be submitted **ONLY** to:

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

8.3 Responses submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer shall not be responsible for re-routing proposals delivered to a person or location other than that specified above.

8.4 Faxed and/or emailed proposals shall not be accepted.

8.5 Late responses shall not be accepted or considered.

8.6 All responses, whether selected or rejected, shall become the property of Placer County and will not be returned.

- 8.7** All costs associated with preparation of responses to this RFQ shall be borne by the respondent.

9.0 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Points Possible</u>
Description of qualifications related to work discipline (per Section 7.5.A)	25
Qualifications/experience of staff members (per Section 7.5 C)	25
Firm's experience with similar projects (per Section 7.5 D)	20
Project cost and schedule control (per Section 7.5 E)	10
Narrative Scope of Work (per Section 7.5 F)	10
Project Standardization/Quality Control (per Section 7.5 G)	<u>10</u>
Total Possible Points:	100

The Public Contract Code prohibits the consideration of Placer County's Local Vendor Preference in evaluating proposals for this RFQ.

10.0 SELECTION PROCEDURE

- 10.1** Proposals will be reviewed for responsiveness, and responsive proposals will further be screened by a selection committee and rated in accordance with the above evaluation criteria. The consultants or firms submitting the most highly-rated proposals may be invited for interviews. The proposed project manager and project engineer will represent the firm at the interview. Interviews will be conducted solely at the County's option.
- 10.2** The top ranked firms will be identified, and a recommendation will be submitted to the Board of Supervisors to approve a list of qualified firms.
- 10.3** The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

- 10.4** The County reserves the right to select the consultant(s) who, in the sole judgment of the County, provides the most favorable response(s) to this RFQ pursuant to the Evaluation Criteria indicated above.
- 10.5** The County reserves the right to reject any or all proposals, or to waive minor defects and/or irregularities in said proposals, or to negotiate minor deviations with the successful firm, and shall be the sole judge of the materiality of any such defect or irregularity. In the case of differences between written words and figures in a proposal, 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 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including subconsultants, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or subconsultant(s) shall not be made without the prior written approval of the County.

12.0 GENERAL TERMS & CONDITIONS

- 12.1 Standard Contract.** When the County selects a Consultant from the qualified list, the selected firm shall be required to execute a consultant services agreement prior to commencing services, a sample of which is included as **Attachment B**. Proposers 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.
- 12.2 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.
- 12.3 Contract Termination.** The County of Placer may terminate any contract at any time for material breach of contractual obligations by providing the consultant with a written notice of such termination. Prior to issuing such a notice, the County of Placer will, if appropriate, provide the consultant with an opportunity to cure the breach within a reasonable period of time. Should the County of Placer exercise its right to terminate the contract for such reasons,

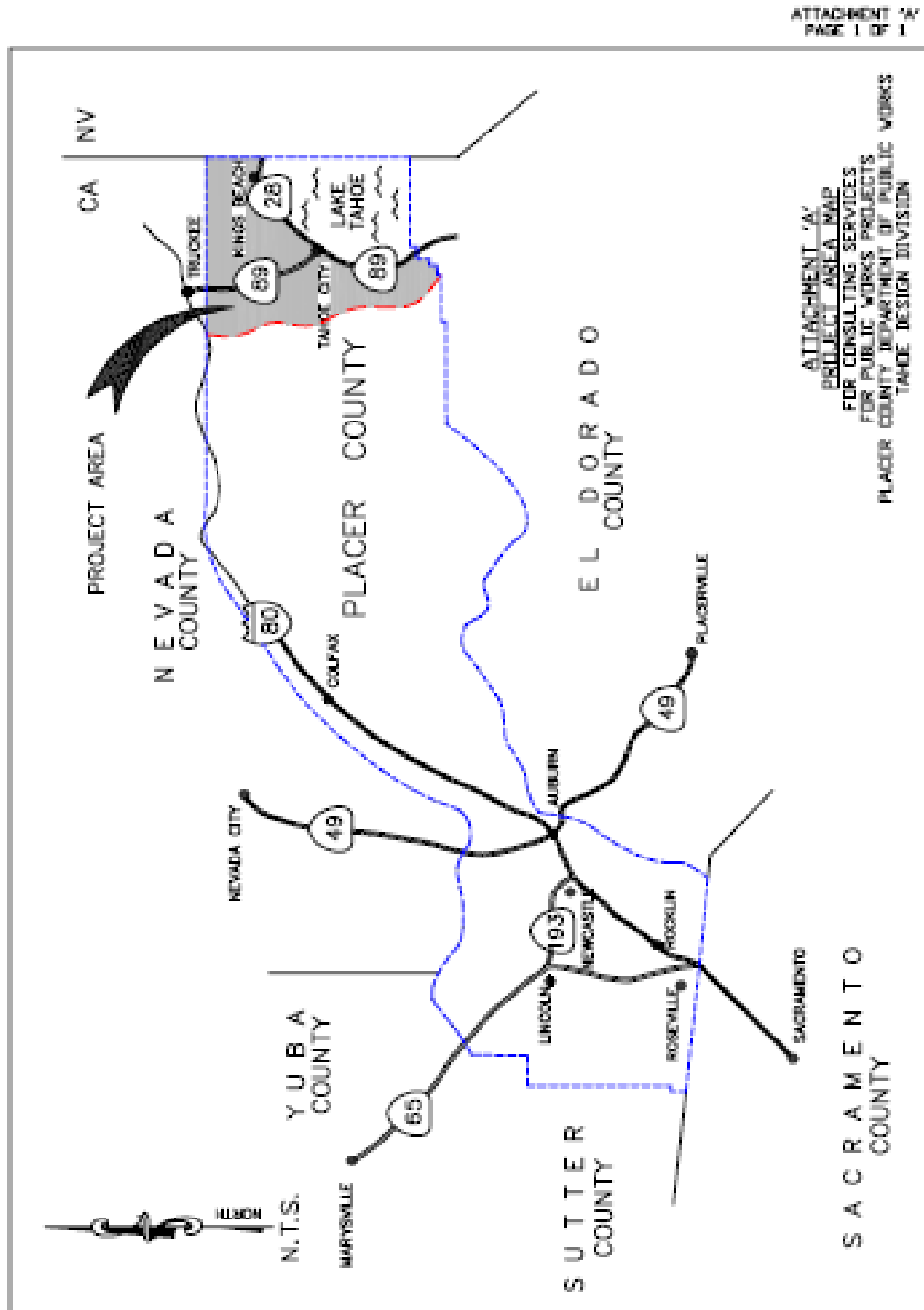
the termination shall become effective on the date as specified in the notice of termination sent to the consultant.

The County of Placer reserves the right to cancel the contract at any time without penalty or recourse by giving the consultant a written notice of such termination at least thirty (30) calendar days prior to said cancellation. The consultant shall be entitled to receive just and equitable compensation for those work/products provided pursuant to the contract prior to the effective date of cancellation.

- 12.4 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.
- 12.5 Notices.** Any written notice to the consultant shall be deemed sufficient when deposited in the United States Mail, postage prepaid, at the consultant's address as listed in the contract or at such address as the consultant may have requested in writing.
- 12.6 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.
- 12.7 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.
- 12.8 Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 12.9 Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment B**.

12.10 Protests and Appeals. In accordance with Section 10.0 of the 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) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto. If the seventh day falls on a weekend or County holiday, the protesting Proposer may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

MAP



- SAMPLE CONTRACT -

CONTRACT NO. _____

ADMINISTERING AGENCY: DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT FOR

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 200_, BY AND BETWEEN the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, 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 design and preparation of final plans and specifications (and/or other products as indicated in Exhibit A) for the _____, for the _____ Project located as described within Exhibit B and related design support services, 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 design, prepare construction plans, and perform related engineering services (and/or other products) for the _____ 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 PSA shall consist of the tasks as described in Scope of Services noted above.

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 plans, specifications,

estimates and 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:
 - A. Copies of project data developed to the date of this PSA.
4. AMENDMENTS TO AGREEMENT. All amendments to this PSA 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 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, C, and D herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit C up to a total maximum sum of _____ DOLLARS (\$_____) to CONSULTANT as full payment for all services as set forth in Exhibits A and C herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit D attached hereto and by this reference incorporated herein. COUNTY may approve compensation for additional consulting services in an amount not to exceed _____ DOLLARS (\$_____) to CONSULTANT if the Scope of Services is modified as described in Exhibits A and C.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY 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 PSA, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this PSA.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit C 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 PSA. 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 C. The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

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

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.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to COUNTY.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this PSA in a form acceptable to COUNTY, and as applicable, the California Department of Transportation (Caltrans), the California State Bureau of Audit, the Federal Highway Administration, and other agencies depending on project type and location shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this PSA, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this PSA. CONSULTANT shall retain all records 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 PSA, nor that any such person will be employed in the performance of this PSA without immediate divulgence of such fact to the COUNTY.
11. NONDISCRIMINATION. During the performance of this PSA, 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 thereunder (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 PSA 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 PSA.

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

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 contract 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 PLACER COUNTY as set forth in California Civil Code, Section 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 contract or agreement.

As used above, the term PLACER COUNTY means Placer County, (insert appropriate funding agencies, e.g., Caltrans, Tahoe Regional Planning Agency, etc.), its officers, agents, employees, and volunteers.

13. NON-ASSIGNABILITY. This PSA, 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 compel the performance of this PSA or to seek damages for breach thereof, that each party shall be responsible for its own legal fees and costs, including attorney's fees, in the preparation, implementation, and resolution of this agreement.

15. INSURANCE

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium 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
- Two million dollars (\$2,000,000) 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; two million dollars (\$2,000,000) 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; two million dollars (\$2,000,000) 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.

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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium 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 shall 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.

16. GENERAL COMPLIANCE WITH LAWS. 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 PSA. 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 PSA shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this PSA 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 PSA 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 PSA 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 PSA for any reason. CONSULTANT may request that all or a portion of the work under this PSA 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 PSA 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.

In the event of cancellation initiated by the CONSULTANT, 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 PSA, 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 PSA. For breach or violation of this warranty, the COUNTY shall have the right to annul this PSA without liability, or at its discretion to deduct from the PSA 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 PSA 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. EQUIPMENT. Prior authorization in writing by the COUNTY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANTS service. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS cost proposal and exceeding \$500, with prior authorization by the COUNTY, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the COUNTY on request by the COUNTY.

At the conclusion of the PSA or if the PSA is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale,

in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the COUNTY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

Any subcontract entered into as a result of this PSA shall contain all the provisions of this article.

25. FEDERAL FUNDS PROVISIONS. CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

26. 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: Attention: Project Manager
 Placer County Public Works Department

Telephone _____
Fax _____

CONSULTANT: Attention: Project Management
 Name of Consultant
 Address of Consultant
 City, State, Zip
 Telephone _____
 Fax _____

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

APPROVED AS TO PROCEDURE

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

ATTACHMENTS: (to be negotiated for each specific project)

Exhibit A - Scope of Services
Exhibit B - Location Map
Exhibit C - Payment Schedule
Exhibit D - Consultants Standard Charge Rates
Exhibit E - Design Report
Exhibit F - Design Plans
Exhibit G - Special Provisions

"COUNTY"
STATE OF CALIFORNIA
COUNTY OF PLACER

By: _____
Chairman, Board of Supervisors

Date: _____

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

on: _____

"CONSULTANT"

(Full legal name of consultant, entity type,
state of organization/incorporation)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

"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."

EXHIBIT C

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. All payment requests shall be subject to the following budget:

Task #	Description of Tasks (examples)	Not to Exceed
Task 1.0	Initial Review	\$X,XXX
Task 2.0	Geotechnical Investigation & Utility Location	\$X,XXX
Task 3.0	Preparation of Final Plans, Specifications & Related Documents	\$X,XXX
Task 4.0	Easement Preparation for Right-of-Way Acquisitions	\$X,XXX
Task 5.0	Agency Approvals and Permits	\$X,XXX
Task 6.0	Bid Assistance	T.B.N.
Task 7.0	Construction Staking	T.B.N.
Task 8.0	Engineering Services During Construction	T.B.N.
Task 9.0	Record Drawings	T.B.N.
Agreement Total		\$XXX,XXX

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described below. The COUNTY shall release for payment the ten percent (10%) withheld, upon satisfactory completing of Tasks 1, 2, 3, 4, & 5 and receipt by the COUNTY of acceptable Design Plans, Special Provisions, and Engineers Estimate, including those deliverable items identified under "Exhibit A" Scope of Services, attached to this contract agreement. Release of the 10% retention for Task 6, 7, 8, and 9 shall be made at completion and acceptance of the construction project. Consultant shall not begin any work on Tasks 6, 7, 8, and 9 until specifically directed to do so in writing by the County.

Total payment shall not exceed \$XXX,XXX without modification to the agreement signed by both parties. Budget amounts, as shown above, may be reallocated within work items without modifications of this agreement, subject to approval by the COUNTY. The Director of Public Works, acting on behalf of the COUNTY, has discretion to approve up to \$XX,XXX in additional funds under the original contract for additional engineering services not covered by the original Scope of Work. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to 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. CONSULTANT shall bear the expense of 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 CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to 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 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.