

Solicitation 080-589980

A/E Construction Support Services for Antonio Parkway Widening Project



County of Orange

Bid 080-589980

A/E Construction Support Services for Antonio Parkway Widening Project

Bid Number **080-589980**
 Bid Title **A/E Construction Support Services for Antonio Parkway Widening Project**

 Bid Start Date **Dec 23, 2010 4:40:48 PM PST**
 Bid End Date **Jan 14, 2011 4:00:00 PM PST**
 Question & Answer
 End Date **Dec 30, 2010 4:00:00 PM PST**

 Bid Contact **Kathleen Kasten**
 Administrative Manager
 kathleen.kasten@ocpw.ocgov.com

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

Description

*PLEASE REGISTER YOUR COMPANY VIA THE BIDSINC WEBSITE PRIOR TO VIEWING OR DOWNLOADING THIS SOLICITATION.

OC PUBLIC WORKS IS SOLICITING PROPOSALS FROM CONTRACTORS INTERESTED IN ENTERING INTO AN AGREEMENT WITH THE COUNTY TO PROVIDE ARCHITECT/ENGINEER ("A/E") CONSTRUCTION SUPPORT SERVICES FOR THE ANTONIO PARKWAY WIDENING PROJECT.

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSALS (RFP) MUST BE SUBMITTED TO - KATHLEEN KASTEN, OC PUBLIC WORKS/PROCUREMENT SERVICES, THROUGH THE BIDSINC WEBSITE. ANY COUNTY RESPONSE RELEVANT TO THIS RFP OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PROCUREMENT SERVICES IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

**RESPONDENTS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

**CONTRACTOR WILL BE REQUIRED TO SIGN A AGREEMENT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURE WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.

IMPORTANT DATES

DEC. 30, 2010 - QUESTIONS DUE BY 4:00 P.M.
 JAN. 14, 2011 - PROPOSALS DUE BY 4:00 P.M.

RESPONDENTS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS:

1. RESPONDENT'S CIVIL ENGINEER SHALL BE A LICENSED PROFESSIONAL CIVIL ENGINEER IN THE STATE OF CALIFORNIA AND MUST POSSESS A MINIMUM OF TEN (10) YEARS EXPERIENCE;
2. RESPONDENT MUST HAVE PROVIDED CONSTRUCTION MANAGEMENT, ENGINEERING AND INSPECTION SERVICES ON AT LEAST THREE (3) PROJECTS WITHIN THE PAST FIVE YEARS LOCATED IN SOUTHERN CALIFORNIA;

3. RESPONDENT MUST HAVE THE ABILITY TO DO BUSINESS IN ORANGE COUNTY, CALIFORNIA;

4. RESPONDENT SHALL NOT HAVE A CONFLICT OF INTEREST WHICH WOULD PREVENT IT FROM PROVIDING THE SERVICES REQUESTED IN THE RFP.

RESPONDENT MUST POSSESS:

1. BUSINESS OFFICES LOCATED IN SOUTHERN CALIFORNIA (FOR A MINIMUM OF FIVE (5) YEARS);

2. DEMONSTRABLE EXPERIENCE IN CONSTRUCTION MANAGEMENT, ENGINEERING AND INSPECTION.



**ADMINISTRATIVE SERVICES
PROCUREMENT**

REQUEST FOR PROPOSALS

**ARCHITECT/ENGINEER (A/E) CONSTRUCTION
SUPPORT SERVICES FOR
ANTONIO PARKWAY WIDENING PROJECT**

RFP No. 080-589980

FILE FOLDER: 589980

County of Orange, OC Public Works
A/E Construction Support Services for Antonio Parkway Widening Project

RFP# 080-589980
Cover Page

REQUEST FOR PROPOSALS



ORANGE COUNTY
 Public Works/Administrative Svcs.
 Procurement
 300 N. Flower Street, Ste. 838
 Santa Ana, CA 92703
 Ph: (714) 834-5129

**PROPOSALS MUST BE RECEIVED
 AT OR PRIOR TO 4:00 P.M. PDST
 ON**

January 14, 2011

Proposal Number: 080-589980

INSTRUCTIONS:

1. SUBMIT **1** ORIGINAL, 5 COPIES AND 1 CD or DVD IN MS WORD (PREFERRED) OF YOUR PROPOSAL.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.
5. FOR FURTHER INFORMATION, CONTACT:

Kathleen Kasten
 OC Public Works/Procurement Services
 Kathleen.Kasten@ocpw.ocgov.com

DATE: December 23, 2010

REQUEST FOR PROPOSALS ("RFP")

Project Title: A/E Construction Support Services for Antonio Parkway Widening Project

OC Public Works, (hereinafter referred to collectively as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondents"), to provide Architect/Engineer ("A/E") construction support services for the Antonio Parkway Widening Project. The awarded contract (hereinafter referred to as "Contract"), will be a fixed-fee contract between the County and the selected Respondent (hereinafter referred to as "Contractor") for A/E construction support services for the Antonio Parkway Widening Project, in accordance with the attached Scope of Work. A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A. Respondents must meet the minimum qualifications and requirements set forth herein.

This Request for Proposals is set out in the following format:

SECTION I.	Introduction and Instructions to Respondents
SECTION II.	Response Requirements
SECTION III.	Model Contract

ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: DECEMBER 30, 2010 4:00 P.M. PACIFIC TIME

All questions and inquiries related to this RFP must be directed to: Kathleen Kasten, County Deputy Purchasing Agent ("DPA"), OC Public Works/ Procurement Services, via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. OC Public Works/Procurement Services will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.

Date: _____ Company Legal Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

If the Respondent is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS SHEET WITH YOUR RESPONSE

County of Orange, OC Public Works
A/E Construction Support Services for Antonio Parkway Widening Project

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

County of Orange, OC Public Works
A/E Construction Support Services for Antonio Parkway Widening Project

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Section I
Introduction & Instructions to Respondents

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

The County is soliciting proposals from qualified Respondents to provide Architect-Engineer (A/E) construction services for the Antonio Parkway Widening Project.

The County intends that the successful Respondent shall provide Architect-Engineer (A/E) support services proposed in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

December 23, 2010	Release of RFP solicitation
December 30, 2010	Written questions from Respondents Due by 4:00 P.M. Pacific Daylight Savings Time
January 14, 2011	Proposals Due/RFP Closing Date and Time - 4:00 P.M. Pacific Daylight Savings Time
TBD	Notify Selected Firms Re: Oral Presentations/Interviews
TBD	Oral Presentations/Interviews
TBD	Recommendation of Award

C. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

- Clearly identified proposals are due by 4:00 P.M. Pacific Daylight Savings Time on the date as specified on Cover Page, and are to be addressed **in a sealed package** to:

Re: **RFP No. 080-589980:**
Architect/Engineer (A/E) Support Services for
Construction Support for Antonio Parkway Widening Project

Attn: Kathleen Kasten – c/o: OC Public Works/Procurement Services Receptionist
 County of Orange, OC Public Works/Procurement Services
 300 N. Flower Street, 8th Floor
 Santa Ana, CA 92703-5000

OC PUBLIC WORKS/PROCUREMENT REGULAR BUSINESS HOURS: Monday through Friday
 8:00 a.m. to 12:00 p.m. and
 1:00 p.m. to 4:00 p.m.

Facsimile or e-mail Proposals will NOT be allowed. Proposals must be time-stamped on the outside of the sealed package by the OC Public Works/Procurement Services Receptionist. The delivery location for the receipt of proposals is the OC Public Works/Procurement Services Receptionist. It is the responsibility of the Respondent to ensure that delivery is made to the OC Public Works/Procurement Services Receptionist at the above address by the due date and time specified. Late proposals or proposals delivered to any other location will not be accepted. Delivery receipts are available upon request.

- The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a proposal in response to this RFP is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the Deputy Purchasing

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Section I
Introduction & Instructions to Respondents

Agent (DPA) via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by the date and time specified on Cover Page (page 1).

3. Proposals must be valid for a period of at least three hundred sixty five (365) calendar days from first Board of Supervisors action regarding recommended Respondent. No proposal may be withdrawn after the submission date.
4. Each Respondent must provide: **One (1) signed original; five (5) copies and additionally one (1) "soft" copy in MS Word (preferred) on Compact Disc (CD) or DVD** of their proposal. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain original ink signatures.
5. All proposals shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
6. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.
7. By submitting a proposal, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
8. Each Respondent must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. "Statement of Compliance."**
9. After the closing date and time for receipt of Proposals, evaluation and oral presentations/interviews will commence. Respondents scoring in the top twenty-five (25) percent will be invited to attend such interviews. County reserves the right to interview additional Respondents. Selected Respondents should be prepared to make its oral presentation within three (3) business days after notification and be prepared to

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Section I
Introduction & Instructions to Respondents

discuss all aspects of its proposal in detail, including technical questions regarding the proposal. Respondents shall not be allowed to alter or amend its proposal through the use of the presentation process.

10. The County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
11. Pre-contractual expenses are not to be included in the A/E's Pricing (Attachment B). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
12. The County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (The County makes no representations that any Contract will be awarded to any Respondent responding to this RFP.); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Respondent; therefore, proposals submitted should contain the **Respondent's most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.

13. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
14. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected as the Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services in Respondent's Proposal. In the event Respondent has done work for the County on a similar project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this RFP. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.
15. The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

D. EVALUATION PROCESS AND CRITERIA

Proposals shall be evaluated, by an evaluation committee on the basis of the responsiveness to the questions and requirements in this RFP. Proposals will be competitively evaluated on the basis of the following criteria listed only in a random order of importance:

Written Proposals

- Technical Experience
- Key Personnel & References

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Section I

Introduction & Instructions to Respondents

- Approach/Understanding of Project
- Control of Cost and Schedules
- Adequate Staff and Availability to Perform Project
- Proposal Organization and Completeness of Response
- Degree of Compliance with the County Model Contract Terms, Conditions and Scope of Work

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion.

County will conduct oral interviews with Respondents scoring in the top twenty-five (25) percent. Selected Respondents shall be ready to attend interviews within three (3) calendar days of notification. County reserves the right to interview additional Respondents. Any inquiry to determine the ability of a Respondent to provide needed services as indicated in this RFP may be conducted. Respondent agrees that the submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

Oral Presentation/Interview

- Presentation
- Technical Content
- Project Manager
- Key Team Members
- Communication Skills
- Project Understanding
- Project Schedule

The total number of points earned will be tallied for each proposal and presentation/interview, and each Respondent will be rank ordered, based upon the Respondent's submitted written materials and presentation/interview.

E. SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process using the above criteria, the Evaluation Panel will determine the ranked slate of most qualified Respondents. The ranked slate shall be presented to the County's Board of Supervisors for selection of a contractor to provide the services requested in this solicitation. Staff will then negotiate an agreement with the Board-selected contractor and return to the Board for authorization to issue the contract.

The Model Contract contained in Section III of this solicitation is the Agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments and/or exhibits and to reflect the Respondent's proposal and qualifications.

Negotiations may or may not be conducted with the recommended vendors; therefore, the Proposal submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in Respondent's Proposal, Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Respondent after submission of its Proposal may result in elimination from further consideration.

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Section I
Introduction & Instructions to Respondents

Exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II, Part 1, 8., "Statement of Compliance".

F. ORANGE COUNTY CHILD SUPPORT, EDD, AND W-9 REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

(At time of recommended Contract award and upon County request, Contractor shall utilize the forms provided in Exhibit 1 of this solicitation to satisfy this requirement.)

2. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

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Section I
Introduction & Instructions to Respondents

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies. Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

(At time of recommended Contract award and upon County request, Contractor shall utilize the form provided in Exhibit 2 of this solicitation to satisfy this requirement.)

3. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9 or W-8, will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent the required W-9 or W-8.

SECTION II

RESPONSE REQUIREMENTS

County of Orange, OC Public Works
A/E Construction Support Services for Antonio Parkway Widening Project

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Section II
Response Requirements

SECTION II: RESPONSE REQUIREMENTS

Proposals are limited to twenty (20) single-sided pages (11 font or greater). Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Resumes, copies of licenses/certifications, etc. may be appended to Proposals and will not count against the twenty page limit.**

Proposals must include three tabbed sections, Part 1, Part 2 and Part 3, and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications/Requirements

The following are the minimum qualifications for a Respondent to be considered as an eligible candidate to submit a proposal for the requested services described in this RFP.

1. Respondent's Civil Engineer shall be a Licensed Professional Civil Engineer in the State of California and must possess a minimum of ten (10) years experience.
2. Respondent must have provided Construction Management, Engineering and Inspection Services on at least three (3) projects within the past five years located in Southern California.
3. Respondent must have the ability to do business in Orange County, California.
4. Respondent shall not have a conflict of interest which would prevent it from providing the Services requested in this RFP.

Respondent must possess:

1. Business offices located in Southern California (for a minimum of five (5) years);
2. Demonstrable experience in Construction Management, Engineering and Inspection.

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Section II
Response Requirements

Part 1:

(Complete this section and submit as **Part 1** in the first tabbed section of Proposal.)

1) Cover Letter/Executive Summary

All proposals must be accompanied by a cover letter of introduction and executive summary of the proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2) Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from first Board date. Submissions not valid for at least three hundred sixty-five (365) calendar days from first Board date will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid below:

 Validity of Proposal (in days)

 Signature required

3) Certification of Understanding

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

 (Signature required)

4) Minimum Qualifications/Requirements Statement

Respondent shall certify that it meets all minimum qualifications and requirements set forth above in this Section II by signing below.

 (Signature required)

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Section II
Response Requirements

5) Certificate of Insurance

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Article "M" for insurance requirements).

(Signature required)

6) Child Support Enforcement, EDD Independent Contractor and Form W-9 Requirements

The Respondent shall certify its willingness and ability to provide the required Orange County Child Support Enforcement, EDD Independent Contractor Reporting and Form W-9 Requirements as indicated in Section I by signing below (see Exhibits 1 and 2 but do NOT submit at this time).

(Signature required)

7) Conflict of Interest

- A. Describe your firm's conflict of interest systems and procedures that are in place and apply to the services to be provided to Orange County.
- B. Disclose any financial, business or other relationship with Orange County, any other entity that the Orange County Board of Supervisors governs or with the city and county in which the project is located, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

(Signature required)

8) Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. **Respondent must certify either A or B by signing below:**

- a) This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

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Section II
Response Requirements

- b) This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, except for those proposed exceptions listed in a separate attachment hereto.

(Signature required)

A. Attachment for each proposed exception must include:

1. The RFP page number and section of the provision Respondent is taking exception to;
2. The complete provision Respondent is taking exception to;
3. The Respondent's suggested rewording;
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on cost, scheduling, or other areas.

County of Orange, OC Public Works
A/E Construction Support Services for Antonio Parkway Widening Project

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Section II
Response Requirements

Part 2:

Company Profile

(Complete this form and submit as **Part 2** in the second tabbed section of Proposal.)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name? ____ Yes ____ No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated? ____ Yes ____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:

Respondent's Proposal

(Complete this section and submit as **Part 3** in the third tabbed section of Proposal.)

1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF RESPONDENT

This section of the proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified in Section II have been satisfied.**

a. Respondent shall:

1. Provide a brief profile of the Respondent's firm (if applicable, the prime contractor and subcontractor(s)), including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees. *Note: Use of subcontractors shall in no way reduce or mitigate the prime contractor's liability in regard to all work under the contract and scope of work associated with this RFP, including all work performed by subcontractors.*
2. Provide a general description of the Respondent's (if applicable, the prime contractor's and subcontractor's(s')) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to complete the services.
3. Describe the Respondent's (if applicable, the prime contractor's and subcontractor's(s')) experience in performing work of a similar nature to that solicited in this RFP. Provide at least three (3) projects completed within the last five years (located in Southern California) that demonstrate Respondent's qualifications to accomplish the services described in Attachment A - Scope of Work. Include the following information for each project:
 - a. Project description and location.
 - b. Project start date and completion date (note if completed on schedule and, if not completed on schedule, state the reasons why).
 - c. Briefly describe whether project was completed within estimated budget (note measures and approach implemented to control project cost).
4. Provide, at a minimum, three (3) reference letters for the services cited as related experience. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The reference letters should be provided from previous clients who have received similar services to those listed within this RFP. Please request that references provide a brief description of the Respondent's ability to control costs and adhere to project schedule(s).

2. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section of the proposal should establish the qualifications of the proposed project staff.

County of Orange, OC Public Works
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- a. Respondent shall:
 1. Complete Attachment C of the Model Contract (included in Section III of this Request for Proposals) and submit hereto:
 - a. Identify key personnel proposed to perform services and include major areas of subcontract work (if applicable).
 2. Furnish resumés for all proposed key personnel. The resumes shall describe the specific experience of each staff member as it relates to some or all of the knowledge and experience requirements needed for the A/E Services as described within the Scope of Work. The resumés of the key personnel showing qualifications and experience, shall be included in the proposal.
 3. Include a project organization chart which clearly delineates communication/reporting relationships among the key personnel.

3. WORK PLAN

Respondent shall provide a narrative that addresses the Scope of Work and shows Respondent's understanding of County's needs and requirements.

- a. Respondent shall:
 1. Describe the approach to completing each required objective specified within the Scope of Work.
 2. Outline sequentially the activities that would be undertaken in completing the objectives and specify the key personnel proposed to perform each objective.
 3. Describe the methods Respondent will utilize to control costs.

SECTION III

MODEL CONTRACT

ARCHITECT/ENGINEER (A/E) CONSTRUCTION SUPPORT SERVICES FOR ANTONIO PARKWAY WIDENING PROJECT

County of Orange, OC Public Works
A A/E Construction Support Services for Antonio Parkway Widening Project

RFP# 080-589980

Section III
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MODEL CONTRACT

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered TBD, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

TBD, a XXXX (ex. California or Delaware), Corporation, hereinafter referred to as "A/E",

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES"

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in TBD Scope Of Work for Architect-Engineer (A/E) Support Services for construction support for Antonio Parkway Widening Project, hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference; and

WHEREAS, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

A. Retainer

1. COUNTY does hereby retain A/E to perform the PROJECTS/

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SERVICES as required by this AGREEMENT.

2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is TBD.

3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this AGREEMENT:

a. TBD

4. Consultants/contractors may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as "DIRECTOR".

5. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this AGREEMENT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.

B. PROJECTS/SERVICES

1. Description of PROJECTS/SERVICES

a. PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachment A shall prevail.

b. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section A herein; and, any

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PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

3. Scheduling

a. Concurrently with the work of the AGREEMENT, A/E shall prepare a progress work schedule and within TBD working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.

b. A/E shall allow at least TBD working days for COUNTY review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.

c. A/E shall meet TBD at least once every TBD weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.

d. Within TBD working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.

e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A/E shall not be responsible for any delay beyond the control of A/E.

f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this AGREEMENT shall be extended for delay caused by COUNTY in completing its work pursuant to this

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AGREEMENT which delay exceeds the agreed COUNTY review and/or approval time periods.

C. Assistance by COUNTY

1. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this AGREEMENT. Said staff member's duties will consist of the giving of advice and consultations, assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Attachment A.

2. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

D. Non-Employment of COUNTY Personnel

1. A/E agrees that no full-time, regular employee of COUNTY who is involved in this Project shall be given or offered employment by A/E in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work. By accepting this AGREEMENT, A/E agrees not to negotiate any employment opportunity with any COUNTY full-time, regular employee who is involved in this Project in professional classifications of the same skills required for the performance of this AGREEMENT.

2. Nothing in this AGREEMENT shall be deemed to make A/E, or any of A/E's employees or agents, the agents or employees of the COUNTY. A/E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A/E is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give COUNTY the right to direct A/E as to the details of the performance of the work or to exercise a measure of control over A/E shall mean that A/E shall follow the desires of COUNTY, only in the results of the work.

E. Non-Discrimination

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1. In the performance of this AGREEMENT, A/E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2. A/E acknowledges that a violation of this provision shall subject A/E to all the penalties imposed for a violation of the California Labor Code.

F. Employee Eligibility Verification

1. A/E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A/E shall retain all such documentation for all covered employees for the period prescribed by the law.

2. A/E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against A/E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.

G. Termination of Agreement for Cause

1. If A/E breaches any of the covenants or conditions of this AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination.

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2. A/E shall have the opportunity to cure the alleged breach prior to termination.

3. In the event the alleged breach is not cured by A/E prior to termination, all work performed by A/E pursuant to this AGREEMENT, which work has been reduced to plans or other documents, shall be made available to COUNTY.

H. Termination for Convenience

1. Notwithstanding any other provision of the AGREEMENT, COUNTY may at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) calendar days' written notice to the A/E. Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

2. A/E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by COUNTY.

3. COUNTY shall pay the A/E for the Work completed prior to the effective date of the termination, and such payment shall be the A/E's sole remedy under this AGREEMENT.

4. Under no circumstances will A/E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

5. A/E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

I. Term and Maximum Compensation

The term of this AGREEMENT is for three (3) years commencing on the date of execution by the Board of Supervisors, with a maximum allowable compensation of TBD, except as permitted in Paragraph J below.

J. A/E Compensation and Extra Work

For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E shall be compensated in accordance with the following:

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1. For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

2. Where extra work is authorized for PROJECTS/SERVICES:

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed five thousand dollars (\$5,000) for contracts of less than fifty thousand (\$50,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars (\$250,000). For contracts greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of the original contract amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall Extra Work exceed one hundred thousand dollars (\$100,000).

b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.

b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract

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exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to A/E's breach of the AGREEMENT.

K. Laws to be Observed

A/E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

L. Errors and Omissions

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that COUNTY's checking is discretionary, and A/E shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A/E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A/E after COUNTY's approval thereof, COUNTY's approval of A/E's PROJECTS/SERVICES shall not be used as a defense by A/E.

2. If A/E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph M (unless modified by Attachment A) and containing the same clauses as the insurance required of A/E under the terms of this AGREEMENT. Evidence of subcontractor's insurance shall be submitted to COUNTY upon request.

M. Insurance

1. A/E shall maintain insurance coverage appropriate to protect against all risks arising from or in any way connected with the subject matters of this AGREEMENT, acceptable to COUNTY, effective on the first day of work and in full force throughout the full term of this AGREEMENT.

2. A/E agrees to deposit with COUNTY, within fourteen (14) calendar days of the date of execution of this AGREEMENT at 300 North Flower Street, Santa Ana, CA 92702, certificates of insurance and

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endorsements (certificates shall be in a form obtainable from COUNTY), in duplicate to satisfy COUNTY, that insurance requirements of this AGREEMENT have been complied with and to keep such insurance in effect and the certificates therefore on deposit with COUNTY, during the entire term of this AGREEMENT.

3. A/E agrees to furnish additional certified copies of insurance policy(ies) if requested by letter from COUNTY.

4. COUNTY, shall retain the right to review the coverage, form, and amount of the insurance provided by A/E prior to the start of work on PROJECTS/SERVICES by A/E. If, in the opinion of DIRECTOR, the certificates and endorsements provided by A/E do not provide the coverage, form, and amount of insurance as required and listed herein, COUNTY, shall notify A/E in writing that A/E is in default of the AGREEMENT. A/E shall have fourteen (14) calendar days from the date of such notification from COUNTY to provide adequate insurance. If A/E fails to provide adequate insurance within the time frame specified, COUNTY, shall terminate the AGREEMENT without compensation to A/E.

5. COUNTY, shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of DIRECTOR, the insurance provisions as described in this AGREEMENT do not provide adequate protection for COUNTY, COUNTY may require A/E to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

6. The costs of such changes in insurance during the course of work as may be requested by COUNTY shall be paid by COUNTY, to A/E as either Extra Work, as described in paragraph J of this AGREEMENT, or as an amendment to the AGREEMENT.

7. COUNTY shall notify A/E in writing of changes in the insurance requirements; and if A/E does not deposit copies of acceptable certificates and endorsements with COUNTY incorporating such changes within fourteen days of receipt of such notices, this

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AGREEMENT shall be in default without further notice to A/E, and COUNTY, shall be entitled to all legal remedies.

8. The procuring of such required policy(ies) of insurance shall not be constructed to limit A/E's liability hereunder nor to fulfill the indemnification provisions of this AGREEMENT.

9. All insurance policies required by this AGREEMENT shall declare any deductible or self-insured retention (SIR) in an amount in excess of twenty-five thousand dollars (\$25,000) [Five thousand dollars (\$5,000) for automobile liability], which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A/E shall be responsible of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

10. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

11. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

12. If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

13. The policy or policies of insurance maintained by the A/E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limit</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial General Liability	\$1,000,000 combined single limit per
with broad form and contractual liability	occurrence; \$2,000,000 aggregate

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Auto Liability including coverage \$1,000,000 combined single limit
 per
 for owned, non-owned and hired occurrence
 vehicles
 Professional Liability \$1,000,000 claims made
 (Errors and Omissions)

14. A/E's insurance policy(ies) shall contain the following additional clauses or clauses shall be added as an endorsement to the policy:

a. A "Discovery Clause" or its equivalent stating that coverage will be provided for claims made following insurance policy expiration if A/E gives written notice of a claim to the insurer (for Professional Liability only). If the Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for two years following completion of the contract.

b. A clause stating, "This insurance shall not be cancelled, reduced in scope or coverage, changed or amended until after thirty (30) days written notice has been given to: DIRECTOR, Orange County Public Works, at 300 North Flower Street, Santa Ana, CA 92703-5000; and, Orange County Risk Management Services, P.O. Box 327, Santa Ana, CA 92702." This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACCORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE~~ CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

c. A clause stating, "This insurance shall be primary insurance and any insurance maintained by the 'County of Orange' shall be excess and non-contributing."

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d. A clause stating, "The following party is hereby named as additional insured: 'County of Orange' (for Commercial General Liability and Auto Liability only)."

e. A clause stating, "This insurance shall allow for severability of interest of the: 'County of Orange'."

f. A clause stating, "Workers' Compensation insurance shall waive all rights of subrogation against the 'County of Orange'."

g. Insurance policy(ies) obtained by A/E shall not contain insurance policy riders or clauses which shall negate or modify any provision(s) or requirement(s) contained within the AGREEMENT.

N. Indemnification

A/E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

O. Award of Construction Agreement and Other Future Agreements

A/E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and COUNTY policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services

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under this A/E AGREEMENT. A/E is hereby informed that these statutes and regulations could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

P. Amendments

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

Q. Successors and Assigns

The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

R. Entirety

This AGREEMENT contains the entire agreement between the parties with respect to the matters provided for herein.

S. Severability

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

T. Binding Obligation

The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

U. Governing Law and Venue

1. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and

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exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

2. The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

V. Child Support Enforcement Requirements

1. To comply with child support enforcement requirements of the COUNTY, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, hereinafter referred to as "Exhibit 1," attached hereto and incorporated herein by reference.

2. If A/E is not a corporation, general partnership, limited liability partnership, or limited liability company, A/E shall, within thirty (30) days of notification of selection of award of PROJECTS/SERVICES, complete and furnish to DIRECTOR the information required in EDD Independent Contract Reporting Requirements, hereinafter referred to as "Exhibit 2," attached hereto and incorporated herein by reference.

3. It is expressly understood that this data will be transmitted by COUNTY to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

W. Ownership of Documents

1. All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A/E and/or anyone acting under the supervision of A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon preparation by A/E and may be used by the COUNTY as it may require without additional cost to the COUNTY.

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2. COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of COUNTY.

X. Confidentiality

1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.

2. Nothing furnished to A/E which is generally known among counties in Southern California shall be deemed confidential.

3. A/E and/or anyone acting under the supervision of A/E shall not use COUNTY name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of COUNTY.

Y. Publication

1. No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are to be released by A/E and/or anyone acting under the supervision of A/E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

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2. The A/E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A/E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

Z. Records and Audit/Inspections

1. A/E shall keep an accurate record of time expended by A/E and/or consultants employed by A/E in the performance of this AGREEMENT.

2. Within ten (10) days of COUNTY's written request, A/E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT.

3. A/E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the AGREEMENT or until resolution of any claim or dispute between the PARTIES, whichever is later.

4. Should A/E cease to exist as a legal entity, records pertaining to this AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

AA. Notices

1. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.

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2. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

3. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A/E:

Name: TBD
Address
City
Attn:
Phone:
E-mail:
Fax:

For COUNTY:

Name: TBD
Address
City
Attn:
Phone:
E-mail:
Fax:

AB. Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

AC. Interpretation

1. AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT.

2. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own

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choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

3. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.

4. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

5. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

AD. Headings

The various headings and numbers herein, the grouping of provisions of this AGREEMENT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

AE. Acceptance

Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of COUNTY.

AF. Consent to Breach not Waiver

1. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

2. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

AG. Remedies Not Exclusive

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this

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AGREEMENT does not preclude resort by either party to any other remedies provided by law.

AH. Independent Contractor

Neither A/E, its employees nor anyone working under A/E shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

AI. Bills and Liens

A/E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A/E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A/E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.**

AJ. Changes

A/E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

AK. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to merger by acquisition, without the express written consent of COUNTY. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

AL. Changes in Ownership

A/E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A/E's business prior to completion of this AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain

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the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of COUNTY.

AM. Force Majeure

A/E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A/E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A/E avails himself of any available remedies.

AN. Compliance with Laws

1. A/E represents and agrees that services to be provided under this AGREEMENT shall fully comply, at A/E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.

2. A/E acknowledges that COUNTY is relying on A/E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A/E agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

A0. Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

AP. Breach of Contract

The failure of the A/E to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT, the COUNTY may:

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1. afford the A/E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

2. discontinue payment to the A/E for and during the period in which the A/E is in breach; and

3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the COUNTY.

AQ. Default

1. In the event any equipment or service furnished by the A/E in the performance of this AGREEMENT should fail to conform to the specifications therein within one (1) calendar year from the COUNTY's acceptance of the equipment or service, or any performance period specifically specified within the specifications or AGREEMENT, whichever is greater, the COUNTY may reject same, and it shall become the duty of the A/E to reclaim and remove the items without expense to the COUNTY and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A/E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the COUNTY shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A/E the difference between the price specified in this AGREEMENT and the actual cost to the COUNTY.

2. In the event the A/E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this AGREEMENT.

3. In the event of the cancellation of this AGREEMENT, either in whole or in part, by reason of the default or breach by the A/E, any loss or damage sustained by the COUNTY in procuring any equipment or service which the A/E agreed to supply under this AGREEMENT shall be borne and paid for by the A/E.

4. Default shall include failure to carry out any of the requirements of this AGREEMENT, including, but not limited to not

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providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this AGREEMENT.

5. Upon termination of the AGREEMENT with A/E, the COUNTY may begin negotiations with a third-party A/E to provide goods and/or PROJECTS/SERVICES as specified in this AGREEMENT.

6. The right of either party to terminate this AGREEMENT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

AR. Conflict of Interest Contractor Personnel

1. The A/E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the A/E; the A/E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

2. A/E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

AS. Title to Data

1. All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A/E in the performance of this AGREEMENT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this AGREEMENT without the express written consent of the COUNTY.

2. All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for his temporary use, must be returned to the COUNTY at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

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AT. Availability of Funds

The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

AU. Contingency of Funding

A/E acknowledges that funding or portions of funding for this AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the (list State of California or other funding entity here) to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

AV. Contract Construction

The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendment or exhibits hereto.

AW. Waiver of Jury Trial

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this AGREEMENT and/or any other claim of injury or damage.

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

(Name of Company/Corporation),
a XXXX(ex. *California*), Corporation

Date: _____

By _____

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By _____

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: _____

By _____
Chair of the Board of Supervisors
Orange County, CA

**Signed and certified that a copy of
this document has been delivered to the
Chair of the Board per G.C. Sec 25103,
Reso 79-1535**

Attest:

Date: _____

Darlene J. Bloom
Clerk of the Board of Supervisors
County of Orange, California

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

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Section III
Attachment A – Scope of Work

ATTACHMENT A
SCOPE OF WORK

I. PURPOSE

OC Public Works is soliciting Proposals from interested and qualified Architectural/Engineering (A/E) firms to provide construction support services for the Antonio Parkway Widening Project. The required services would include, but are not limited to, Construction Management, General and Structural Inspection. OC Public Works will need these services to aid current staff in project delivery. The project limits for the Antonio Parkway Widening Project is between 2,000 feet southerly of Covenant Hills Drive and ends at a point approximately 900 feet southerly of Ortega Highway widening from four lanes to 6 lanes (ultimate major).

The services of the A/E will be required for the duration of the project's construction.

II. GENERAL

- A. Services furnished by the A/E firm shall be in general accordance with the project contract plans and special provisions, and "Greenbook" Standard Specifications for Public Works Construction (2006 edition) and Caltrans Specifications.
- B. Construction management engineers and field inspectors are expected to work a forty (40) hour week during normal construction contract hours on designated working days or as directed by OC Public Works, OC Inspection Representative. Construction management engineers and inspectors may need to work alternate working days including Saturdays, minor holidays or as directed by the COUNTY in those instances where construction procedures require a revised work schedule and where overtime compensation is approved by the COUNTY. The A/E firm shall provide sufficient staffing to cover alternate working days without the need of overtime.

III. CONSTRUCTION MANAGEMENT

The A-E shall assign a Construction Inspector, and registered Civil Engineer *with a structural background, (i.e. in bridge construction)*, to act as the Resident Engineer (RE) and Structural Representative (i.e. perform quality assurance over the contractor's work that involves structures and who performs the contract's necessary structure-related administrative tasks). The structure representative must inspect, document, and field test materials for all structure work on the project. The structure representative will also provide claim analysis and prepare contract related change orders, as well as provide analysis of false work, pre-stress drawings, shoring, traffic control, etc., equipment, and transportation to facilitate the performance of the intended construction management and inspection services for the Antonio Parkway Widening project.

The A/E shall be responsible for the following:

IV. ENGINEERING

- A. Review and/or recommend approval of traffic control plans, shop drawings, and/or calculations for temporary structures such as trench shoring, false work, and other temporary structural forms.
- B. Review and provide design clarification on approved project plans and specifications.
- C. Review and advise the COUNTY on the overall project schedule, including staging and completion dates, duration, milestones, and interfaces. Notify the COUNTY immediately if the proposed work

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Section III
Attachment A – Scope of Work

schedule does not conform to the contract documents, including the plans, specifications, and permits, or that may require special inspection or testing, or work stoppage.

- D. Review, on a monthly basis, the progress schedule and/or CPM (Critical Path Method) schedule submitted by the Construction Contractor. Make recommendations to the COUNTY concerning the Construction Contractor's adherence thereto. Recommend to COUNTY possible solutions to scheduling problems so as to complete the project on time, within budget, and in accordance with the contract drawings and specifications.
- E. Identify the scope of work for potential contract change orders.
- F. Prepare independent cost estimates for any changes resulting from design revisions or change in field conditions.
- G. Prepare, and recommend for approval by the COUNTY, all contract change orders.
- H. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
- I. Prepare analysis of potential claims include recommendations regarding settlement of the claims.

V. INSPECTION

- A. Prior to the start of the construction, set up a preconstruction meeting with personnel representing the COUNTY, the Construction Contractor, and any other involved agencies, including the utilities. This meeting will discuss contract progress schedules, material issues, Construction Contractor issues, right-of-way details, coordination with the utility companies, and other project related issues.
- B. Establish and maintain a submittal log for required submittals of shop drawings, material and equipment certifications.
- C. Maintain a daily diary in compliance with Federal Funding requirements, which shall describe in detail all work accomplished on a daily basis, weather conditions, number of personnel employed at the site by the Construction Contractor, quantities of materials incorporated into the project, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, and any unusual occurrences.
- D. Conduct daily job site inspections to assure that the required equipment, materials, and methods of construction are in compliance with the contract drawings, specifications, and regulatory codes.
- E. Perform continuous on-site inspections of all construction work performed under contract to the COUNTY, including structural excavation, safety, trench shoring, earth moving operations, pile driving, installation of trench shoring, fabrication and erection of structural steel, erection of concrete forms and falsework, erection of reinforced steel, placement of concrete into reinforced concrete drainage structures such as catch basins, culverts and junction structures. Placement of concrete street improvement structures such as curb and gutter, sidewalks, and drive approaches. Construction of roadway improvements including fine grading preparation of subbase material, placement of aggregate base material and asphalt concrete or other paving material.
- F. Perform inspections in accordance with construction contract, project, and special provisions, the "Greenbook" Standard Specifications for Public Works Construction (2006 edition) and Caltrans Specifications.

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Attachment A – Scope of Work

- G. Assure that the materials provided and the work performed is in accordance with the contract drawings and specifications by obtaining material certifications as required prior to incorporating materials into work. Ascertain that all manufacturers' tests required by specifications are performed before materials or equipment is incorporated into the work. Promptly report to the COUNTY Resident Engineer any work or materials which fail to conform to the contract drawings or specifications. Recommend such actions as are necessary and adequate to obtain acceptable work and materials. Notify the Construction Contractor of any and all unacceptable work or material.
- H. Provide the COUNTY with a schedule of materials to be inspected and/or tested and estimate the dates when these services will be necessary. Materials inspection and testing services will be provided by OC Public Works/Materials Lab.
- I. Notify the COUNTY of any additional testing or inspections necessary to ensure compliance with the specifications. The COUNTY shall have the sole right to decide if such additional testing and inspection are required and, if required, decide if such testing and inspections are "on-site" or "off-site".
- J. Maintain files on the job site for correspondences, reports of job conferences, test reports, shop drawings, material deliveries, certifications, other submissions, reproduction of original contract documents including all other project related documents and addenda, permits, contract change orders, supplemental drawings, and all other project related documents in accordance with the "Greenbook" Standard Specifications for Public Works Construction (2006 edition). The A/E shall also maintain a set of plans exclusively for the purpose of noting "As-Built" conditions as the work progresses. The COUNTY will periodically provide staff on-site to audit construction management services provided by the A/E, and that the A/E shall cooperate with the auditor and shall correct deficiencies as noted.
- K. Measure and compute all construction quantities for pay items in accordance with the contract specifications. Prepare monthly progress payments and recommend payments.
- L. Ensure that the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract.
- M. Ensure that the Construction Contractor's implementation of the projects' Stormwater Pollution Prevention Plan (SWPPP) and/or Best Management Practices (BMP) is in accordance with the contract drawings and specifications. Document and take appropriate action to correct SWPPP and/or BMP deficiencies.
- N. Document and notify the COUNTY and the Construction Contractor's Safety Officer of observed safety deficiencies to ensure the condition is corrected by Construction Contractor. If not corrected, recommend appropriate steps, in accordance with the contract drawings and specifications to ensure public and worker safety.
- O. The Field inspector shall inform the COUNTY of observed labor relation problems.
- P. In the event interpretation of the meaning and intent of the contract drawings and specifications becomes necessary during construction, the Field inspector shall consult with the COUNTY to ascertain the interpretation and transmit such information to the Construction Contractor.
- Q. Advise the COUNTY of all complaints and inquiries from property owners, citizens, officials, or others and assist the COUNTY staff in the investigation and answering of such complaints and

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Attachment A – Scope of Work

- inquiries. Maintain a log showing disposition of each complaint and inquiry.
- R. Review project for final completion and provide written notice that the work is ready for final inspection. Monitor and record the Construction Contractor's completion of all contract punch list items. Secure and transmit the required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and final contract records to the COUNTY.
- S. Measure and compute all final construction quantities for pay items in accordance with the contract specifications. Prepare notice of completion that the work has been completed in accordance with the drawings and specifications and that the final estimates of payment to the Construction Contractor are correct.
- T. Prepare detailed red line "As-Built" construction drawings to ensure that they show all changes or additions to the original contract documents and submit all final documents to the COUNTY for acceptance within thirty (30) days of final inspection.

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Attachment B - Cost/Compensation

ATTACHMENT B
A/E'S PRICING (FEE SCHEDULE)

- I. COMPENSATION:** This is an all-inclusive AGREEMENT between COUNTY and A/E for Construction Support Services for Antonio Parkway Widening Project, as set forth in Attachment A, "Scope of Work".

A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs P and AJ of the COUNTY AGREEMENT Terms and Conditions.**

- II. PRICING:** **TBD** (Please do not include any costs with Proposal response)

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the AGREEMENT. All price decreases will automatically be extended to COUNTY. COUNTY requires bona fide proof of cost increases on agreements prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. COUNTY may enforce, adjust, negotiate, or cancel escalating price agreements or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the AGREEMENT. Adjustments increasing the A/E's profit will not be allowed.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.

- V. A/E'S EXPENSE:** A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this AGREEMENT.

- VI. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY, as applicable, and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY, as applicable, for payment rests with A/E. Incomplete or incorrect invoices are not acceptable and will be returned to the A/E for correction.

Billing shall cover services and/or goods not previously invoiced. The A/E shall reimburse the COUNTY, as applicable, for any monies paid to the A/E for goods or services not provided or when goods or services do not meet the AGREEMENT requirements.

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Section III
Attachment B - Cost/Compensation

Payments made by COUNTY, as applicable, shall not preclude the right of COUNTY, as applicable, from thereafter disputing any items or services involved or billed under this AGREEMENT and shall not be construed as acceptance of any part of the goods or services.

VII. INVOICING INSTRUCTIONS: The A/E will provide an invoice on the A/E's letterhead. Each invoice will have a unique number and will include the following information:

- a. A/E's name and address
- b. A/E's remittance address, if different from (a), above
- c. Name of COUNTY agency/department
- d. Delivery/service address
- e. AGREEMENT number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
300 N Flower, 8th Fl.
Santa Ana, CA 92703

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 Section III
 Attachment C - Staffing Plan

ATTACHMENT C
STAFFING PLAN

(Complete and submit as #2.a.1., in Part 3 of Section II “Response Requirements”)

1. A/E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
	Resident Engineer/Project Manager		

A/E understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the County. Substitution or addition of A/E's Key Personnel in any given classification/title shall be allowed only with prior written approval of the COUNTY Project Manager. During the term of this AGREEMENT, A/E shall maintain a business office in Southern California.

The A/E may reserve the right to involve other A/E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY written approval. COUNTY reserves the right to have any of A/E personnel removed from providing services to COUNTY under this AGREEMENT. COUNTY is not required to provide any reason for the request for removal of any A/E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A/E to perform services specified in Attachment A. Substitution or addition of A/E's subcontractors in any given project function shall be allowed only with prior written approval of the COUNTY Project Manager.

Please note that the aggregate money value of the sub-contractors work for any A/E AGREEMENT with the COUNTY, as applicable, shall not constitute more than forty-nine percent (49%) of the total work under the A/E AGREEMENT.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT 1
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of Orange County, within 10 days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

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Exhibit 1
Child Support Reporting Requirements

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: (DO NOT COMPLETE AT THIS TIME)

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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Exhibit 1
Child Support Reporting Requirements

- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature

Name

Title

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Exhibit 2
EDD Reporting Requirements

EXHIBIT 2
EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, Orange County is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
 Social Security Number
 Address
 Start and expiration dates of Contract
 Amount of Contract

(DO NOT COMPLETE AT THIS TIME)

First Name _____ Middle Initial _____ Last Name _____

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date _____ Expiration Date _____

Question and Answers for Bid #080-589980 - A/E Construction Support Services for Antonio Parkway Widening Project

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Dec 30, 2010 4:00:00 PM PST