



**MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL
NORTH STATE STREET – US HIGHWAY (HWY) 101
INTERSECTION/INTERCHANGE PROJECT STUDY REPORT**

I. INTRODUCTION

Mendocino County Department of Transportation requires the services of a Professional firm to provide project management services and prepare a Project Study Report (PSR) for a state and locally funded State Transportation Improvement Program (STIP) project. The project's previously approved PSR is available on MCDOT Web Page with this Request for Proposal (RFP).

Consultant proposals will provide examples of previous projects using Caltrans procedures to demonstrate the appropriate knowledge and experience for this work.

The County has established insurance requirements applicable to professional services agreements, including this proposed agreement. The applicable insurance requirements are listed in Section XVII of this Request for Proposal.

The long project description for this project is **North State Street – US Highway 101 Intersection/Interchange Project Study Report at Ford Road/Empire Drive, Kuki Lane, US Highway 101 on/off ramps, and Orr Springs Road.**

Public input was collected and analyzed and the project concept report was completed by our consultant, Omni-Means, Ltd who presented their final recommendations and presentation to the Board of Supervisors on July 12, 2011. MCDOT is starting work with a Project Development Team (PDT) comprised of MCOG, Caltrans, and City of Ukiah to create a master plan of the five intersections for better coordination and traffic handling into the future, accounting for regular growth and the Pinoleville Casino Project.

As a next step in program development, MCDOT submitted (on July 26, 2013) a project under the STIP to begin the Project Approval and Environmental Documentation (PA&ED) and Plans, Specifications, and Estimate (PS&E) phases in 2019/2020.

This document will provide for approval of the “selected” alternative, and to program capital support for the Right-of-Way and Construction phases.

II. DEFINITIONS

COUNTY – The County of Mendocino.

CONSULTANT – 1. A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract. 2. A Consultant who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION

- A. Consultants must submit 3 copies of their proposal. The proposal must be formatted in accordance with the instructions of this Request for Proposal. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this Request for Proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked “**North State Street – HWY 101 Interchange PSR**” and delivered to:

Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482-9432
Attn: Howard Dashiell

Late or facsimile proposals will not be accepted unless delivery was out of the control of the sender and proposer can prove the delivery service was at fault.

Note: The un-authorized use of the County’s official logo is strictly prohibited.

Submittal Deadline: February 9, 2018 at 4:30 p.m.

- B. In a separate sealed envelope, proposers are required to submit with their proposal package, with original Consultant signature:
1. Certificate of Non-Collusion (Attachment B).
 2. Proposal Summary Fact Sheet and Statement of Responsibility (Attachment C).
- C. Proposers are expected to examine all provisions, specifications and instructions included in this Request for Proposal. Failure to do so will be at the proposer’s risk.
- D. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- E. All proposals will remain in effect and legally binding for at least 45 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits and any other actions related to responding to this Request for Proposal shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.
- G. All proposals, response inquiries and correspondence relating to or in reference to this Request for Proposal, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultant shall become the property of the County of Mendocino.
- H. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.
- I. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States.
- J. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

IV. PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to Howard Dashiell at (707) 463-4363 or email: dashielh@co.mendocino.ca.us

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of the County may be altered by letter or facsimile bearing the name and signature of the Consultant's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alterations will not be accepted.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Consultants to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect the decision. This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to Consultants in the event of schedule changes.

Scheduled Activity	Proposed Date
Request for Proposal Submission Deadline	See Page 2
Consultant Selection and Notification	February 16, 2018
Anticipated Contract Award	March 6, 2018
Project Start Date – Notice to Proceed	March 7, 2018
Final Report / Products Due	October 31, 2019

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of each Consultant's proposal. The selection process will be governed by the following criteria:
1. The proposal must adhere to the instructions and format as specified in this Request for Proposal.
 2. The evaluation will include a review of all documents and information relating to the Consultant's services, organizational structure, capabilities qualifications and past performance.
 3. Consultants may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. EVALUATION CRITERIA

- A. The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee.

1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
2. Experience of Consultant in providing services and quality of work.
3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

There are further parameters noted in Attachment A.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment D. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals. If no exceptions are noted, the County will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- F. Open Procurement
 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's Proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.

4. Mendocino County reserves the right to negotiate a contract with more than one Consultant at the same time.

X. SCOPE OF WORK

Please see the included scope of work in Attachment D.

XI. FORMAT OF TECHNICAL PROPOSAL

Proposals submitted in response to this Request for Proposal should include:

- A. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this Request for Proposal. Be specific and address all elements including timing of implementation.
- B. A description of previous relevant projects, with a reference and contact information for each.
- C. Limit proposal to 20 sheets of letter-sized paper (single or double sided). The intent is that the bound proposals will be limited to 20 sheets maximum of information to be reviewed by each selection committee member. Sheets that do not convey information, such as covers and dividers are not included in the count.
- D. A description of the experience and qualifications of key persons, including those who may perform services under this contract. Staff resumes that cover all experience and educational background may be used. All personal information provided will be maintained in confidence as allowed by law.
- E. Timeline (Gantt chart) indicating implementation schedule and training schedule (if applicable).
- F. Upon specific request of the County, Consultant shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- G. Cost Proposal, detailed by task, for the work to be performed. The cost proposal shall itemize all items that will be charged to the project. Costs shall be shown to reflect fully-weighted hourly billing rates for all personnel, however, the methodology for calculating the fully-weighted rates must be shown (e.g. labor, overhead rate, fringe, profit, etc.). Consultant mark-up on direct costs is not allowed. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website:
(<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). When invoicing, receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs. If subconsultants are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime consultant.

Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s).

XII. RESERVED

XIII. RESERVED

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.
- B. Execution of Contract
 - 1. Upon the acceptance of a Consultant's Proposal, Consultant's Detailed Cost proposal, and successful negotiations, County will prepare and submit a contract to the successful Consultant for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
 - 2. Incorporated by reference into the contract which is to be entered into by County and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant's response thereto, and (b) all written communications between County and the successful Consultant whose Proposal is accepted.
- C. No Assignment

Assignment by the successful Consultant to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.
- D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

XV. REJECTION OF PROPOSALS

The Request for Proposal does not commit the County to award of a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the Request for Proposal in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this Request for Proposal process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this Request for Proposal or any other costs involved including travel. The selected Consultant will be required to obtain a County business license if not already held.

XVI. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Consultant, it reserves the right to both either withdraw and/or not award a contract at any time it so

desires. Costs incurred in the preparation of response to this Request for Proposal will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage should be mentioned in the response to the Request for Proposals.

Limitations:

- A. The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation; tabulation or analysis of data; definition; opinion etc., unless volunteered by a responsible official of that agency.
- B. The County has the authority to terminate the contract upon written notice to the Consultant at any time during the period of the contract if the County finds that the Consultant's performance is not satisfactory.
- C. Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVII. INSURANCE REQUIREMENTS

Consultant will be required to furnish to County certificates of insurance evidencing, at the minimum:

- A. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Worker's Compensation And Employer's Liability: Worker's compensation limits as required by the labor code of the State of California.
- D. Professional Liability Insurance (Errors and Omissions) in the amount of \$500,000 (minimum).

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D – Scope of Work

Attachment E – Sample Contract

ATTACHMENT A

County of Mendocino
Department of Transportation
North State Street – HWY 101 Interchange PSR

Proposal Evaluation Form

Consultant Name: _____

This proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee.

1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
2. Experience of Consultant in providing services and quality of work.
3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

	Value*	Score	Notes
A. Proper Licenses	Pass/Fail		
B. Responsiveness & Comprehensiveness of Proposal	10 points		
C. Compliance with RFP	10 points		
D. Organization capacity to perform the work	10 points		
E. Staff capacity to perform the work	10 points		
F. Technical criteria	10 points		
G. Implementation plan and schedule	10 points		
H. Proximity to Mendocino County	5 points		
I. Relevant experience	15 points		
J. References	10 points		
K. Cost proposal	10 points		
L. Performance history with organization	-5 to 5 pts		

Evaluation Total (Maximum 100)

* Higher scores are better

Evaluated By: _____

Project Manager: _____

Signature: _____

Initial: _____

Date: _____

Date: _____

This evaluation is based on experience in the particular field and also with various consultants. There is also no mention in any of the proposals of the costs to perform the work (by law). As a result, the evaluation is somewhat subjective.

The Request for Proposal submitted by each candidate is their work product. The items listed above are more objective, but don't address the "feel" of the submittal. Things to consider:

Appearance - is the work neat and easy to read? Are there project-specific photos or plans?

Continuity - is the work simple to follow? Does it flow from section to section?

ATTACHMENT B

County of Mendocino
Department of Transportation
North State Street – HWY 101 Interchange PSR

Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Printed Name of Authorized Representative

Signature

Date

ATTACHMENT C

County of Mendocino
Department of Transportation
North State Street – HWY 101 Interchange PSR

Proposal Summary Fact Sheet and Statement of Responsibility

1. Applicant Firm Name: _____
2. Executive Director: _____
3. Contact Person: _____ 4. Title: _____
5. Address _____
6. Email address: _____
7. Telephone Number: _____
8. Authorized Representative's Signature: _____
9. Name and Title: _____

Certifications:

10. Are you incorporated? YES ☐ NO ☐

If YES, date of incorporation: _____

State of incorporation: _____

11. Tax Identification Number: _____

Please list the official name of the firm as submitted to the IRS:

.

12. Fictitious name or names, if any, under which you are doing business:

.

.

.

13. Do you agree to comply with specifications, Request for Proposal instructions, draft contract requirements and other pertinent references contained in this Request for Proposal?
YES ☐ NO ☐
14. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?
YES ☐ NO ☐
15. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
YES ☐ NO ☐
16. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
YES ☐ NO ☐
17. Do you agree that the proposal amount includes all costs incident to the proposed contract?
YES ☐ NO ☐

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Printed Name of Authorized Representative

Signature

Date

ATTACHMENT D

County of Mendocino
Department of Transportation
North State Street – HWY 101 Intersection/Interchange PSR

SCOPE OF WORK

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number C1801, the “North State Street – HWY 101 Intersection/Interchange PSR” Request for Proposal.

The consultant will work closely with a Project Development Team (PDT) comprised of representatives from the Mendocino County Department of Transportation (MCDOT), Mendocino Council of Governments (MCOG), Caltrans, the City of Ukiah, and the local community to identify and study potential roadway extension alignments.

Overall Project Objective: To study the corridor of North State Street (CR 104), from Ford Road/Empire Drive to Orr Springs Road and develop a final report that includes recommendations to increase public safety for all corridor users, to improve the aesthetics of North State Street by revamping the urban streetscape, to improve pedestrian and bicycle access along the corridor, to recognize the need for sufficient parking opportunities and to evaluate roundabout(s) vs signalized intersections along the corridor. The PSR will build on the 2005 TJKM *Route 101 Corridor Interchange Study* and the 2011 Omni-Means *Ukiah Crossing Intersection Rehabilitation Along North State Street Report*, and utilize the Greater Ukiah Area Micro-simulation Model (GUAMM) to conduct a traffic micro-simulation model covering the project options.

It is understood that any services covered under this contract subject to the Business and Professional Code licensing requirements for Engineers, Land Surveyors or Geologists will be performed under the responsible charge of a duly Registered Professional in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a sub CONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

Point of Contact – Proj Mgr name, of *Successful Consultant*, will be the single point of contact for maintaining liaison and coordination throughout the project with the County’s Project Manager and other team leaders.

Project Title – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: **North State Street – HWY 101 Intersection/Interchange PSR.**

Project Long Description – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: **North State Street – US Highway 101 Intersection/Interchange Project Study Report at Ford Road/Empire Drive, Kuki Lane, US Highway 101 on/off ramps, and Orr Springs Road.**

Shipping – CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

TASK 1 Project Initiation and Coordination

Task 1.1 Project Kick-off meeting

- The COUNTY will hold a kick-off meeting with the consultant and Project Development Team (PDT) to refine the scope of work and discuss the intent of the project.

Task 1.2 Procurement of Consultant; Request for Proposals Preparation; Consultant Selection

- To be completed by MCDOT staff.

Task 1.3 Coordination with Project Partners

- CONSULTANT will schedule, prepare for and attend Project Team Meetings with the County to review the scope of work and project goals, schedule, task progress and issues to be addressed.
- CONSULTANT assumes a total of 2 project team meetings in the offices of the COUNTY. Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.
- CONSULTANT will coordinate with MCDOT staff as primary technical resource staff.
- The COUNTY will form a PDT (expected to be comprised of representatives from MCDOT, MCOG, Caltrans District One, and City of Ukiah) to provide input throughout the study.
- The CONSULTANT will meet with the PDT as needed, and will prepare agendas and meeting minutes for PDT meetings. Includes travel expenses.

Task 1.4 Invoices

- CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT'S work, including covered dates of service, and copies of invoices from any sub-consultants.
- Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
- CONSULTANT must have paid all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
- The complete chain of charges through the sub-CONTRACTOR levels must follow through to the invoice to COUNTY.
- Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
- COUNTY uses the Caltrans Consultant/Contractor Travel Policy for reimbursements for travel expenses.
- If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.
- All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Sample invoice in Consultant Agreement Exhibit B.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

Task	Deliverable
1.1	Kick-off Meeting Agenda & Meeting Notes
1.3	PDT Membership List; PDT Agendas & Meeting Notes; Meeting materials; Updated Project Schedule; Travel Expenses
1.4	Monthly Invoices and Progress Reports

TASK 2 Data Collection and Mapping

Task 2.1 Research Data/Assess Existing Conditions

- CONSULTANT will gather and review existing documents and data for preliminary research (e. g. right of way ownership, environmental conditions, corridor characteristics, etc.) and assess existing conditions of study corridor.
- CONSULTANT will research applicable safety, Americans with Disabilities Act (ADA) and legal requirements, and road standards, as applicable.
- CONSULTANT will consult with COUNTY about county regulations and requirements for facility development or improvement.

Task 2.2 Produce Aerial Maps

- CONSULTANT will perform data collection, then gather and refine mapping data to provide an aerial map to show key project features.
- CONSULTANT will use exhibits based on the aerial map for public community meetings.

Task	Deliverable
2.1	Existing Conditions Memorandum
2.2	Roadway Data; Corridor Strip Maps; AutoCAD maps; Project Exhibits for Public Community Meetings

TASK 3 Public Outreach

Task 3.1 Develop Stakeholder List/Prepare Outreach Materials

- CONSULTANT will develop a list of stakeholders for advertisement of one community meeting.
- CONSULTANT will prepare outreach materials (including press releases, English and Spanish flyers, posters) introducing the project and announcing the public community meetings and distribute to PDT, stakeholders, low-income and minority communities, and local media.

Task 3.2 Hold Community Meetings

- CONSULTANT shall arrange the public meeting for informing the public of the project, to solicit opinions of local residents about the project, and present the draft PSR.
- COUNTY will determine the venue for the event. Be there a fee for the venue, CONSULTANT will be asked to make payment and include the cost in subsequent billing.
- CONSULTANT will prepare one exhibit showing the general area around the project. A

second exhibit will show the project area. A third will show details of the project, proposed alignment etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board.

- CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and project details exhibits on either side of an 11" x 17" sheet of paper.
- Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.
- If needed, CONSULTANT will also provide a Spanish translator at community meeting.
-

Task	Deliverable
3.1	List of Stakeholders, Outreach Materials, Flyers, Posters, News Releases, Comment Cards, etc.
3.2	One (1) Community Meeting, Agenda, & Meeting Notes; Attendance Sheets; PowerPoint Presentation; Exhibits; Travel Expenses

TASK 4 Conduct a traffic micro-simulation model covering the project options.

Task 4.1 Alternatives Analysis

The Greater Ukiah Area Micro-simulation Model (GUAMM) was prepared for MCOG and is designed to work closely with the MCOG travel demand model (TDM). The GUAMM and MCOG TDM are built on a shared geographic information system (GIS) platform. TransModeler, in which the GUAMM has been developed, and TransCAD, in which the MCOG TDM is built, share the same database platform and the same data structures and file formats.

CONSULTANT is expected to be proficient with GUAMM software - report is available on MCDOT Web Page with this RFP.

- CONSULTANT will develop ranking criteria for evaluation of options for the intersections and interchanges along the North State Street corridor. Must include provisions for non-motorized vehicles.
- CONSULTANT will utilize GUAMM to test top-ranked scenarios (*in coordination with Caltrans modeling staff*). Based on rankings and GUAMM test results, develop ranked list of intersection/interchange alternatives.

Task 4.2 Presentation of Alternatives

- CONSULTANT will present intersection/interchange alternatives to PDT for review.

Task	Deliverable
4.1	Ranking Criteria; Intersections/Interchanges Analysis Report; Alternatives Ranking

	Exhibit; GUAMM Scenario Results; Ranked List of Alternatives
4.2	PDT Agenda & Meeting Notes; Presentation Materials & Exhibits; Travel Expenses

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

TASK 5 Draft and Final 2018 North State Street – HWY 101 Intersection/Interchange PSR

Task 5.1 Prepare Draft Report

Prepare a draft PSR with all of the information resulting from above tasks, updating the February 25, 2014 PSR, including:

1. Introduction
2. Background
3. Purpose and Need
4. Deficiencies
5. Corridor and System Coordination
6. Alternatives
7. Community Involvement
8. Environmental Determination/Document
9. Funding/Programming
10. Schedule
11. Risks
12. FHWA Coordination
13. Project Reviews

2014 PSR Report is available on MCDOT Web Page with this RFP. 2011 Omni-Means *Ukiah Crossing Intersection Rehabilitation Along North State Street Report* was the basis for the 2014 PSR and is available on MCDOT Web Page with this RFP.

Task 5.2 Present Draft Report

- CONSULTANT will present Draft Report (30% progress findings) to PDT for feedback (1 hard copy of each solution – assume analysis of Signalized Intersections and Roundabouts Options, emailed PDF and Word DOCX (2010) files.) Comments will be made on the Word document and emailed back to CONSULTANT. *Third party attachment and file handling services are not to be used to transfer any data to COUNTY.*
- Additionally, CONSULTANT will present Draft Report to public at community meeting (*See Task 3.2*). Includes travel expenses.

Task 5.3 Prepare Final Report

- CONSULTANT will prepare Final Project Study Report, incorporating PDT and public comments, as appropriate (20 copies; plus 2 CDs).

Task 5.4 Present Final Report

- CONSULTANT will present Final Report (PowerPoint Presentation) at public meeting of Mendocino County Board of Supervisors. Includes travel expenses.

Task	Deliverable
5.1	Draft Report – (1 hard copy; 1 digital)
5.2	PDT Agenda & Meeting Notes; Travel Expenses
5.3	Final Report (20 copies; 2 CDs)
5.4	PowerPoint Presentation at Board of Supervisors meeting

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

[END OF SCOPE OF WORK]

ATTACHMENT E
[SAMPLE CONTRACT]

BOS Agreement No. _____
DOT Agreement No. 170067

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
NORTH STATE STREET – US HIGHWAY (HWY) 101
INTERSECTION/INTERCHANGE PROJECT STUDY REPORT
ON COUNTY ROAD 104 AT MILE POST 0.18 TO 0.77

This Agreement, dated as of _____, 2018, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT to prepare the North State Street – HWY 101 Intersection/Interchange Project Study Report (PSR); and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from _____, 20____ through _____, 20____.

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONSULTANT/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONSULTANT:

COUNTY OF MENDOCINO

By: _____

Dan Hamburg, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____

Deputy

INSURANCE REVIEW:

By: _____

Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____

Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or

resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description

of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell

To CONSULTANT: [Name of Consultant]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONSULTANT and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its services to prepare the North State Street – HWY 101 Intersection/Interchange Project Study Report (PSR) shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous

understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following:

(a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

SAMPLE

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number C1801, the “North State Street – HWY 101 Intersection/Interchange PSR” Request for Proposal.

The consultant will work closely with a Project Development Team (PDT) comprised of representatives from the Mendocino County Department of Transportation (MCDOT), Mendocino Council of Governments (MCOG), Caltrans, the City of Ukiah, and the local community to identify and study potential roadway extension alignments.

Overall Project Objective: To study the corridor of North State Street (CR 104), from Ford Road/Empire Drive to Orr Springs Road and develop a final report that includes recommendations to increase public safety for all corridor users, to improve the aesthetics of North State Street by revamping the urban streetscape, to improve pedestrian and bicycle access along the corridor, to recognize the need for sufficient parking opportunities and to evaluate roundabout(s) vs signalized intersections along the corridor. The PSR will build on the 2005 TJKM *Route 101 Corridor Interchange Study* and the 2011 Omni-Means *Ukiah Crossing Intersection Rehabilitation Along North State Street Report*, and utilize the Greater Ukiah Area Micro-simulation Model (GUAMM) to conduct a traffic micro-simulation model covering the project options.

It is understood that any services covered under this contract subject to the Business and Professional Code licensing requirements for Engineers, Land Surveyors or Geologists will be performed under the responsible charge of a duly Registered Professional in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a sub CONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

Point of Contact – Proj Mgr name, of *Successful Consultant*, will be the single point of contact for maintaining liaison and coordination throughout the project with the County’s Project Manager and other team leaders.

Project Title – In reference to the project in any forms or formal written materials, Consultant shall use the project title of: **North State Street – HWY 101 Intersection/Interchange PSR.**

Project Long Description – In reference to the project in any forms or formal written materials, Consultant shall use the long project description of: **North State Street – US Highway 101 Intersection/Interchange Project Study Report at Ford Road/Empire Drive, Kuki Lane, US Highway 101 on/off ramps, and Orr Springs Road.**

Shipping – Consultant shall contact County prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. County will not reimburse for overnight shipping without prior authorization.

TASK 1 Project Initiation and Coordination

Task 1.1 Project Kick-off meeting

- The COUNTY will hold a kick-off meeting with the consultant and Project Development Team (PDT) to refine the scope of work and discuss the intent of the project.

Task 1.2 Procurement of Consultant; Request for Proposals Preparation; Consultant Selection

- To be completed by MCDOT staff.

Task 1.3 Coordination with Project Partners

- CONSULTANT will schedule, prepare for and attend Project Team Meetings with the County to review the scope of work and project goals, schedule, task progress and issues to be addressed.
- Consultant assumes a total of 2 project team meetings in the offices of the COUNTY. Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.
- CONSULTANT will coordinate with MCDOT staff as primary technical resource staff.
- The COUNTY will form a PDT (expected to be comprised of representatives from MCDOT, MCOG, Caltrans District One, and City of Ukiah) to provide input throughout the study.
- The CONSULTANT will meet with the PDT as needed, and will prepare agendas and meeting minutes for PDT meetings. Includes travel expenses.

Task 1.4 Invoices

- Consultant will prepare periodic invoices providing a summary of Consultant'S work, including covered dates of service, and copies of invoices from any sub-consultants.
- Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
- CONSULTANT must have paid all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
- The complete chain of charges through the sub-CONTRACTOR levels must follow through to the invoice to COUNTY.
- Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
- COUNTY uses the Caltrans Consultant/Contractor Travel Policy for reimbursements for travel expenses.
- If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.
- All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Sample invoice in Consultant Agreement Exhibit B.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

Task	Deliverable
1.1	Kick-off Meeting Agenda & Meeting Notes
1.3	PDT Membership List; PDT Agendas & Meeting Notes; Meeting materials; Updated Project Schedule; Travel Expenses
1.4	Monthly Invoices and Progress Reports

TASK 2 Data Collection and Mapping

Task 2.1 Research Data/Assess Existing Conditions

- CONSULTANT will gather and review existing documents and data for preliminary research (e. g. right of way ownership, environmental conditions, corridor characteristics, etc.) and assess existing conditions of study corridor.
- CONSULTANT will research applicable safety, Americans with Disabilities Act (ADA) and legal requirements, and road standards, as applicable.
- CONSULTANT will consult with COUNTY about county regulations and requirements for facility development or improvement.

Task 2.2 Produce Aerial Maps

- CONSULTANT will perform data collection, then gather and refine mapping data to provide an aerial map to show key project features.
- CONSULTANT will use exhibits based on the aerial map for public community meetings.

Task	Deliverable
2.1	Existing Conditions Memorandum
2.2	Roadway Data; Corridor Strip Maps; AutoCAD maps; Project Exhibits for Public Community Meetings

TASK 3 **Public Outreach****Task 3.1** Develop Stakeholder List/Prepare Outreach Materials

- CONSULTANT will develop a list of stakeholders for advertisement of one community meeting.
- CONSULTANT will prepare outreach materials (including press releases, English and Spanish flyers, posters) introducing the project and announcing the public community meetings and distribute to PDT, stakeholders, low-income and minority communities, and local media.

Task 3.2 Hold Community Meetings

- CONSULTANT shall arrange a public meeting for informing the public of the project, to solicit opinions of local residents about the project, and present the draft PSR.

- COUNTY will determine the venue for the event. Be there a fee for the venue, CONSULTANT will be asked to make payment and include the cost in subsequent billing.
- CONSULTANT will prepare one exhibit showing the general area around the project. A second exhibit will show the project area. A third will show details of the project, proposed alignment etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board.
- CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and project details exhibits on either side of an 11" x 17" sheet of paper.
- Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.
- If needed, CONSULTANT will also provide a Spanish translator at community meeting.
-

Task	Deliverable
3.1	List of Stakeholders, Outreach Materials, Flyers, Posters, News Releases, Comment Cards, etc.
3.2	One (1) Community Meeting, Agenda, & Meeting Notes; Attendance Sheets; PowerPoint Presentation; Exhibits; Travel Expenses

TASK 4 Conduct a traffic micro-simulation model covering the project options.

Task 4.1 Alternatives Analysis

The Greater Ukiah Area Micro-simulation Model (GUAMM) was prepared for MCOG and is designed to work closely with the MCOG travel demand model (TDM). The GUAMM and MCOG TDM are built on a shared geographic information system (GIS) platform. TransModeler, in which the GUAMM has been developed, and TransCAD, in which the MCOG TDM is built, share the same database platform and the same data structures and file formats.

CONSULTANT is expected to be proficient with GUAMM software - report is available on MCDOT Web Page with this RFP.

- CONSULTANT will develop ranking criteria for evaluation of options for the intersections and interchanges along the North State Street corridor. Must include provisions for non-motorized vehicles.
- CONSULTANT will utilize GUAMM to test top-ranked scenarios (*in coordination with Caltrans modeling staff*). Based on rankings and GUAMM test results, develop ranked list of intersection/interchange alternatives.

Task 4.2 Presentation of Alternatives

- CONSULTANT will present intersection/interchange alternatives to PDT for review.

Task	Deliverable
4.1	Ranking Criteria; Intersections/Interchanges Analysis Report; Alternatives Ranking Exhibit; GUAMM Scenario Results; Ranked List of Alternatives
4.2	PDT Agenda & Meeting Notes; Presentation Materials & Exhibits; Travel Expenses

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

**TASK 5 Draft and Final 2018 North State Street – HWY 101
Intersection/Interchange PSR**

Task 5.1 Prepare Draft Report

- CONSULTANT will prepare a draft PSR with all of the information resulting from above tasks, updating the February 25, 2014 PSR, including:
 1. Introduction
 2. Background

3. Purpose and Need
4. Deficiencies
5. Corridor and System Coordination
6. Alternatives
7. Community Involvement
8. Environmental Determination/Document
9. Funding/Programming
10. Schedule
11. Risks
12. FHWA Coordination
13. Project Reviews

2014 PSR Report is available on MCDOT Web Page with this RFP. 2011 Omni-Means *Ukiah Crossing Intersection Rehabilitation Along North State Street Report* was the basis for the 2014 PSR and is available on MCDOT Web Page with this RFP.

Task 5.2 Present Draft Report

- CONSULTANT will present Draft Report (30% progress findings) to PDT for feedback (1 hard copy of each solution – assume analysis of Signalized Intersections and Roundabouts Options, emailed PDF and Word DOCX (2010) files.) Comments will be made on the Word document and emailed back to CONSULTANT. *Third party attachment and file handling services are not to be used to transfer any data to COUNTY.*
- Additionally, CONSULTANT will present Draft Report to public at community meeting (See Task 3.2). Includes travel expenses.

Task 5.3 Prepare Final Report

- CONSULTANT will prepare Final Project Study Report, incorporating PDT and public comments, as appropriate (20 copies; plus 2 CDs).

Task 5.4 Present Final Report

- CONSULTANT will present Final Report (PowerPoint Presentation) at public meeting of Mendocino County Board of Supervisors. Includes travel expenses.

Task	Deliverable
5.1	Draft Report – (1 hard copy; 1 digital)
5.2	PDT Agenda & Meeting Notes; Travel Expenses
5.3	Final Report (20 copies; 2 CDs)

5.4	PowerPoint Presentation at Board of Supervisors meeting
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SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

[END OF DEFINITION OF SERVICES]

SAMPLE

EXHIBIT B

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION ORCHARD AVENUE EXTENSION FEASIBILITY STUDY

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
6. CONSULTANT agrees to adhere to Task 1.4 (Invoices) of Consultant Agreement Exhibit A.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482

Invoice No.: 123

Date: 17 December 2015

Consultant Contract No.: C2F23

Attn: Nicolas Janopoporopulous

MCDOT Project No.: BXXXX

MCDOT Contract No.: 123456

S Fork Ten Mile Ck Bridge Replacement on Camp One
Ten Mile Rd

Services Period: 1Apr15-30Apr15

Services Performed:

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% <u>\$56.88</u>
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				<u>\$18.29</u>
				\$130.09

Reimbursables

Mileage	\$0.64
Shipping	<u>\$17.51</u>
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$148.24

Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	\$250.00

Total Due This Invoice **\$2,148.24**

Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
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Signed: _____
(Name)

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na

[END OF SAMPLE CONTRACT]