

July 19, 2010

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**REQUEST FOR PROPOSALS  
FOR CALAVERAS TRANSIT  
INTERCITY SERVICE  
FEASIBILITY STUDY**

**PROPOSALS DUE:**

**4:00 PM, AUGUST 19, 2010**



**CALAVERAS COUNTY  
PUBLIC WORKS**

891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249

Tom Garcia, Director  
209.754.6401

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# REQUEST FOR PROPOSALS FOR CALAVERAS TRANSIT INTERCITY SERVICE FEASIBILITY STUDY

## ***SECTION 1 INTRODUCTION***

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This Request for Proposals (RFP) is being issued by the Calaveras County Department of Public Works (County) in an effort to obtain the services of a qualified consulting firm experienced in transit planning activities. Services are requested for the preparation and development of a study to determine feasibility of providing intercity bus service to an urbanized area within California's Intercity Bus Network (e.g. Amtrak and Greyhound). A preferred service alternative should be provided if a viable destination is identified along with the ridership to support said service. This study is being undertaken to determine the appropriate level of bus service to be provided, commensurate with anticipated demand, the costs and benefits of the service and a financial plan to fund the operating and capital costs of the service. If financially and operationally feasible, the goal of the County would be to implement service within 12-18 months of the Study's completion.

It is the intent of the County to engage a consulting firm that will provide professional services as described herein. However, the County reserves the right, at its sole discretion, to terminate the RFP process or negotiation with a selected consultant and either perform the work with its staff or begin a new consultant selection process.

## ***SECTION 2 PURPOSE OF THE RFP***

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This RFP process will be used by the County to solicit proposals from qualified consultants to provide consulting services and related activities associated with development of the Calaveras Transit Intercity Service Feasibility Study. The selected consultant will be required to enter into a contract with the County and will be expected to work closely with designated County staff and project stakeholders to insure timely completion of the study and completion of a final report that meets the identified scope and needs of the County.

## ***SECTION 3 PROJECT BACKGROUND AND SCOPE OF WORK SUMMARY***

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Calaveras County is located in the north-central portion of California and is bordered by Amador County to the north, Alpine County to the east, Tuolumne County to the south, and Stanislaus and San Joaquin Counties to the west. The County seat is located in San Andreas. The County is rural with a dispersed population of roughly 46,000.

Due to Calaveras County's rural nature, residents must often travel out-of-county to larger urban areas for services and opportunities not available in the County. Residents typically

travel out-of-County for medical care, shopping and employment. Previously, Calaveras Transit provided intercity bus service to Lodi (San Joaquin County) via State Route 12. However, due to significant reductions in state funding, in July 2009, the County was forced to discontinue the service. Additionally, the service was expensive and failing to achieve performance standards required by the Transportation Development Act (TDA).

Recent planning documents and annual requests received from the public as part of the Unmet Transit Needs process indicate that there are alternative intercity destinations that residents have requested (Stockton) and social service agency clients currently travel to. Calaveras Transit's recent Short Range Transit Plan (SRTP) update indicated that travel to Stockton is a common need for Calaveras County residents and should be evaluated. Additionally, neighboring San Joaquin County offers connections to California's Intercity Bus and Rail Network and should be included in the study.

The goal of this study is to determine whether intercity service is feasible and if so, to identify the most viable route and destination. If intercity service is found feasible, the Consultant shall provide a recommendation for the most viable and cost effective way to provide service, both in the short-term and the long-term. Ideally, the preferred service option will provide a meaningful connection to California's Intercity Bus Network while also serving the needs of the transit dependent population, commuters, and others looking to reach destinations beyond the County boundary. Additionally, it is expected that the service will be efficient and productive and will meet minimum TDA performance standards.

During the course of the project, the Consultant will be expected to:

- Attend at least five (5) technical staff meetings to review the work items developed as part of the study.
- Participate in at least three (3) stakeholder meetings.
- Prepare monthly progress reports for submittal to County staff, indicating the status and degree of completion of each of the tasks described in the scope of services and its relationship to the agreed upon budget.

It is anticipated that the effort to develop the Calaveras Transit Intercity Service Feasibility Study will be completed in 3 phases.

- The first phase of the work will be an identification of needs and opportunities for intercity bus service. This phase includes inventorying existing services and identifying demand for service.
- The second phase will be the development and evaluation of various alternatives for providing intercity bus service. The consultant shall provide a detailed analysis determining the feasibility of each service option including total operating cost, benefits and projected performance measures.

- Pursuant to successful identification of a service alternative projected to meet minimum TDA performance standards, the third phase will be the identification of a preferred service option and implementation plan, if service is found feasible.

It is anticipated that the 3 phases will consist of the following tasks:

**3.1.1 Task 1: Identify primary needs and opportunities for new intercity bus service.**

- 3.1.1.1** Review existing planning documents including the 2009 Calaveras Transit Short Range Transit Plan, Calaveras County Coordinated Public Transit-Human Services Transportation Plan, previous Unmet Transit Needs Findings Reports and other documents deemed relevant to the development of the study. Consultant shall include planning documents from neighboring jurisdictions in its review.
- 3.1.1.2** Review and become familiar with the Federal Transit Administration (FTA) Section 5311f Intercity Bus Program requirements.
- 3.1.1.3** Meet with stakeholders to identify needs, resources and opportunities. Consultant shall administer all stakeholder meetings.
- 3.1.1.4** Identify potential travel markets (users) to serve including: transit dependent, commuters, and individuals with intercity travel needs using various research methods.

**3.1.2 Task 2: Inventory existing services and providers to see how travel markets are currently served and to identify potential service operators**

- 3.1.2.1** Review the Calaveras County Coordinated Public Transit-Human Services Transportation Plan for an inventory of existing service providers in Calaveras County.
- 3.1.2.2** Inventory existing service providers in neighboring areas; including: Intercity bus carriers, taxi services, public transit services, human service transportation and rideshare services.

**3.1.3 Task 3: Identify demand for services**

- 3.1.3.1** Review travel characteristics between Calaveras and neighboring counties.
- 3.1.3.2** Develop trip rates based on previous planning documents, historical data, route models, trip rate models and community input.
- 3.1.3.3** Analyze and document existing demographic and socioeconomic data.

**3.1.3.4** Identify level of demand (by demographic) of each of the options under consideration at service start-up and service maturity.

**3.1.3.5** Identify key travel destinations.

#### **3.1.4 Task 4: Coordination with Regional partners**

**3.1.4.1** Consultant will work closely with other transit operators in the region; including San Joaquin Regional Transit District (SJRTD), San Joaquin Council of Governments (SJCOG), Amador Regional Transit (ARTS), Tuolumne County Transit (TCT), Stanislaus Council of Governments (STANCOG) and Calaveras Council of Governments (CCOG). The goal is to determine service needs and connectivity from a local to a regional spectrum, giving residents the highest degree of mobility possible. The consultant will identify and recommend a preferred service plan given the collaboration with other transit operators. Consultant shall identify strategies for providing connections with each of the neighboring partners as part of the alternatives analysis.

#### **3.1.5 Task 5: Stakeholder Meeting**

**3.1.5.1** Review findings with stakeholders.

#### **3.1.6 Task 6: Develop Service Options**

**3.1.6.1** Identify capital needs: Facilities (e.g. shelters and Park & Rides), luggage racks, access to WiFi, and other amenities which are deemed necessary, recommended to effectively capture ridership, or otherwise make the program eligible for Federal Transit Administration (FTA) Section 5311f Intercity Bus Program funding

**3.1.6.2** Identify alternative routing, terminals and intermediate stops. Evaluate potential locations for route origination, including the Angels Camp Transfer Stop and San Andreas Government Center. Provide analysis and documentation of each service option for service start-up and service maturity, including but not limited to: termini, routing, intermediate stops, hours of operation, service frequency, travel time, vehicle service hours and vehicle service miles, operating costs and capital requirements. Additional analysis should include coordination with neighboring local transit agencies (e.g. SJRTD, SJCOG, ARTS, TCT, StanCOG, CCOG), Amtrak and Greyhound on connections/transfers to existing service and the capacity of existing transit facilities to meet forecast demand.

**3.1.6.3** Evaluate adequacy of existing transit facilities to support the proposed service options and, if necessary, proposal of additional capital investments

**3.1.6.4** Identify if alternative transportation options, such as a volunteer vanpool program, are feasible as an alternative where applicable; including

operating costs, capital needs, coordination needs, and ridership projections.

- 3.1.6.5 Provide strategies for improved service coordination and more effective utilization of resources available through health and human service agencies for transportation.

### **3.1.7 Task 7: Evaluate Service Options**

- 3.1.7.1 Evaluate operating, maintenance and capital costs associated with each service option.
- 3.1.7.2 Evaluate necessary fare structure to support the proposed service options. Provide fare revenue projections for each option.
- 3.1.7.3 Identify funding options for operating and capital costs associated with each service option.
- 3.1.7.4 Evaluate proposed service options based on their ridership potential, cost-effectiveness and other transportation and environmental impact.

### **3.1.8 Task 8: Assess support for options**

- 3.1.8.1 Develop and identify a proposed outreach/analysis plan (to be included in the Proposal) for assessing support for the various service options. The plan should clearly detail the Consultant’s methodology for generating, using, evaluating and analyzing data so the County can evaluate the quality of the plan and approve the methodology.

### **3.1.9 Task 9: Prepare Report documenting process, findings and conclusions.**

- 3.1.9.1 Identify preferred intercity destination; including service plan with associated costs, benefits and projected performance measures. The recommendation should reflect a cohesive and effective service plan which maximizes operational efficiency.
- 3.1.9.2 Develop a financial plan for both the necessary capital investments and ongoing transit operations, including a proposed fare structure and other possible funding sources.
- 3.1.9.3 Provide implementation strategy and timeline.
- 3.1.9.4 Provide service plan recommendations including how to incrementally improve service prior to full implementation of this plan’s recommendations (if implementation plan consists of “phasing” service implementation).

### **3.1.10 Task 10: Present findings to the Calaveras County Board of Supervisors.**

The tasks identified above represent County staff’s interpretation of an appropriate strategy to accomplish the goals and objectives of the Study. The identified tasks are not intended to be exhaustive, nor do they necessarily include every work element that may be required to successfully satisfy the goals and objectives of the Feasibility Plan effort. The Consultant will be provided with the flexibility needed to determine the appropriate methodology and analysis techniques, and develop a detailed study approach befitting of the project vision.

## ***SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY***

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With the exception of the following items, the Consultant shall provide all necessary resources and services to execute the scope of work summarized in Section 3. In coordination with the selected Consultant, the County will:

- Designate a County staff person to be the primary contact person to provide associated project documents and administer the subject professional services agreement.
- Provide Consultant with necessary planning documents, background information, and other documents pertinent to the study that the County knowingly has in its possession.
- Attend all stakeholder and technical staff meetings.

If the Consultant assumes the County will provide services or information not specifically indicated above, those assumptions should be clearly stated and emphasized in its Proposal.

## ***SECTION 5 PROPOSAL SUBMITTAL REQUIREMENTS***

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The Proposal should be limited to a specific discussion of and response to the elements outlined in this RFP. The intent of this process is to encourage a response which allows the County to evaluate your understanding of the scope of the proposed project and experience/ qualifications applicable to providing consulting services required for ongoing compliance with regulatory requirements.

Proposals should be prepared in accordance with the following requirements:

1. *Proposal:* The proposal shall not exceed a total of 15 single-sided, 8.5” x 11” pages. The transmittal letter and copies of resumes will be counted toward the page count.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the person’s interest and commitment to the proposed services. The letter shall state that the proposal shall be valid for at least a 60-day period and should include the name, title, address, telephone number, and e-mail address of the individual to whom correspondence and other contacts should be directed during the consultant-selection

process. The person authorized to negotiate a contract with the County shall sign the transmittal letter, which should be addressed to:

**Calaveras County Administrative Office**  
**Attn: Karen Osborn**  
**891 Mountain Ranch Road**  
**San Andreas, CA 95249-9709**

1. *Services Understanding:* This section shall clearly convey the Consultant’s understanding of the nature of the work, including the technical aspects and regulatory requirements. This section should not only show understanding of the work and required deliverables, but also the unique qualities that set you apart. Additional tasks that the Consultant may recommend or deem appropriate and/or necessary should be clearly identified and described. Any recommendations regarding improvements to the existing program should be emphasized and would be a means of demonstrating your understanding of the requirements of the position. Focused and concise proposals that provide specific responses to the County's needs will be considered favorably.
2. *Approach and Management Plan:* This section shall provide the Consultant’s proposed approach to provide the requested services and a management plan for providing the requested services. Proposals should present schedules, showing milestones, deliverable dates, and the duration of each major task.
3. *Qualifications and Experience:* The Proposal shall provide the qualifications and experience of both the firm and key personnel that will be designated to perform each required function for the project. Provide a brief summary of the firm’s experience with similar plans and studies. Emphasize the key staff’s specific qualifications and experience from past projects similar to this project. Once the consultant selection has been made, replacement of the designated key staff will not be permitted without specific approval from the County.
4. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
5. *References:* Provide at least three references (names and current phone numbers) from recent work (previous three years) similar to this project. Include a brief description of the scope of work associated with each reference and the role(s) played by the Consultant’s proposed key staff members.
6. *Submittal of Proposals:* Four (4) copies of your Proposal are due at the County offices no later than the time and date specified in Section 7, below. Envelopes or packages containing the proposals should be clearly marked, “**Proposals Enclosed.**”
7. *Cost Proposal:* A cost proposal should be submitted in a separate, sealed envelope titled “**Consultant Cost Proposal.**” The cost submittal should indicate the total cost of required services with subtotals provided, at a minimum, for each major task as well as

an hourly rate sheet. The estimated hours for key staff should be summarized in general categories as well as separate outside costs, such as subcontracted analytical services. The level of detail should be sufficient to provide adequate justification of the proposed total cost and provide a stable basis for negotiating a contract. Any contract resulting from this solicitation will specify a strict maximum, not-to-exceed contract limit.

No Proposals will be returned after the date and time set for opening thereof. The County is not liable and will not reimburse firms for costs associated with the preparation and submittal of their Proposal or the negotiation of the final agreement for this work.

## ***SECTION 6 GENERAL TERMS AND CONDITIONS***

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### A. Limitations

This Request for Proposal (RFP) does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of the agreement in response to this request, or to procure or contract for services or supplies. County expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any Proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. County reserves the right to withdraw this RFP at any time without prior notice. Further, County reserves the right to modify the RFP schedule described herein. The County does not guarantee, either expressly or by implication, that any work or services will be required or any agreement will be executed as a result of this RFP.

### B. Award

County may ask consultant finalists to present oral briefings of their qualifications. County also reserves the right to enter into an agreement, without discussion, based upon the initial Proposal. Accordingly, each initial Proposal should be submitted on the most favorable terms from a technical viewpoint and highlight the applicable capabilities of the firm.

### C. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County will affect or modify any terms or obligations of the RFP, or any agreement resulting from this RFP.

### D. Pre-Contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant in:

- Preparing Proposals in response to this RFP
- Submitting proposal to County
- Negotiations with County on any matter related to proposals, and the final agreement

- Other expenses incurred by a Proposer prior to the date of award of any agreement.

In any event, County will not be liable for any pre-contractual expenses incurred by any Proposer or the selected consultant. Consultants shall not include any such expenses as part of the price proposed in response to this Proposal. County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this Proposal.

E. Term of Agreement

It is estimated that the term of the Professional Services Agreement will be for up to twelve (12) months. The term may, with mutual agreement by the Consultant and the County, be extended as best meets the needs of the County. Work will be authorized on an annual basis, at the sole discretion of the County Department of Public Works.

F. Independent Contractor Status

It is expressly understood that the Consultant named in any agreement entered into with the County is acting as an independent contractor and not as an agent or employee of the County of Calaveras.

G. Signed Submission of Proposals

The submission of proposals must be signed in longhand by the offeror with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of partner signing; submission of proposals by corporations must be signed with the legal name of the corporation and the president, secretary, or other person authorized to bind it in the matter. The name and title of each person signing the Proposal shall be typed or printed below the signature.

H. Addendum to the RFP

If it becomes necessary to revise any part of this RFP, an addendum will be provided in writing to all offerors. All addenda issued during the proposal period will be incorporated into any resulting agreement.

I. Late Submission of Proposals

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

J. Withdrawal of Submission of Proposals

Any Consultant may withdraw his/her submission of proposals, either personally or by written or facsimile request, at any time prior to the time set for the proposals opening, provided that written confirmation of any facsimile withdrawal of the submittal with original signature of the service provider is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Consultant in preparing its

submission of proposals confers no right of withdrawal or modification of its submission after such submission has been opened.

K. Rejection of Submission of Proposals

The RFP does not commit the County of Calaveras to enter into any agreement. The County reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal that contains items not specified or items that are incorrect, that does not completely respond to all the items scheduled, or does not respond to items in the manner specified in this RFP, may be considered non-responsive and may be rejected at the sole discretion of the County. Proposals offering less than sixty (60) days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the County of Calaveras, or that no proposal was deemed acceptable.

L. Public Information

Pursuant to Government Code Section 6255, the Proposal and any proposed scope of work are not considered public records and are exempt from disclosure until all negotiations between Proposer and the County are complete. Upon execution of an agreement with the successful Proposer, all subsequent scope of work and agreement terms will be public records. The County reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

M. Proposal Validity Period

Submission of a proposal will signify the Consultant's agreement that its proposal is valid for at least sixty (60) days from the date of opening.

N. Right to Negotiate Proposals

The County of Calaveras reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals, whichever is in the best interest of the County and the taxpaying public. Respondents are encouraged to submit their best prices in their proposal. The County intends to negotiate only with the individual(s) or firm(s) whose proposal meets the requirements of the County of Calaveras.

An oral presentation by the Proposers in final contention for award of an Agreement for Professional Services may be required as part of the selection process. The purpose of the oral presentation would be twofold; first, to allow the Proposer to demonstrate capabilities of the firm and to clarify Proposer's responses to the RFP; and second, to allow the County Selection Committee to meet the personnel who would be assigned to this project. Attendance at such a presentation shall be at the Proposer's expense.

O. Standards

The County's Contract Manager shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by the Consultant.

P. Personnel Requirements

The Consultant or Consultant's personnel shall be capable of performing the types of work described above in Section 3 with minimal instructions. The Consultant Project Manager shall coordinate all project management matters with the County's Contract Manager. The Project Manager shall be accessible to the County's Contract Manager at all times during normal County working hours. In addition to other specified responsibilities, the Project Manager shall be responsible for all matters related to the Consultant's personnel, including:

- Reviewing, monitoring, training, and directing the Consultant's personnel.
- Assigning personnel to complete the required work as specified.
- Ensuring Consultant's work meets or exceeds regulatory requirements and County-specified quality of work
- Administering personnel actions.

No change in the assignment of the individual designated as the Project Manager and other key staff will be permitted during the term of the Agreement without prior written acceptance by the County.

Q. Consultant Agreement

The consultant agreement shall be the County's standard professional services agreement, a sample copy of which is attached.

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***SECTION 7 PROPOSAL EVALUATION AND SELECTION OF CONSULTANT***

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A review and selection panel made up of County staff and appropriate stakeholders will evaluate the Proposal. Proposers may be contacted and asked for further information or clarification, if necessary. Upon receipt of the Proposal, a technical evaluation will be performed. Each of the major sections of the submittal will be reviewed and evaluated with criteria designed to help judge the qualifications of the consultant. Evaluation criteria will include such considerations as:

- Understanding of the technical requirements of the services to be provided
- Project understanding regarding the techniques, regulatory requirements, and coordination necessary for this type of work
- Experience of the proposer in performing similar work in the recent past or on an ongoing basis
- Qualifications, education, experience and references of the key individuals being proposed

The selection panel will make recommendations to the County Director of Public Works or his designee on the basis of the Proposal and supplemental information submitted, as well as the oral interview, if one is required.

Once the top proposer has been determined, the County staff will start agreement negotiations. If negotiations are not successful, the second ranked individual/firm may be asked to negotiate an agreement with County, etc. Provided the negotiations are proceeding well, the County may elect to initiate a portion of the work scope with a separate Notice to Proceed and Purchase Order referencing the RFP and portion(s) of the Consultant’s Proposal.

### ***SECTION 8 SELECTION PROCESS SCHEDULE***

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**Proposals are due no later than 4:00 p.m. on August 19, 2010**, at the Calaveras County Administration Office, 891 Mountain Ranch Road, San Andreas, CA 95249-9709. ***Late submittals will not be accepted.*** The following schedule has been established for conducting this consultant selection process. The County of Calaveras reserves the right, however, to modify this schedule at any time.

<i>Task</i>	<i>Approximate Dates</i>
Issuance of Request for Proposal	July 19, 2010
Pre-RFP Submittal Conference	None
<b>Proposals due from Consultants</b>	<b>August 19, 2010, by 4:00 p.m.</b>
County to review and rank proposals	Week of August 23, 2010
County to conduct interviews with top-ranked Consultants	Week of August 30, 2010
County to commence agreement negotiations with top-rated Consultant	Week of September 6, 2010
Award of Consultant Professional Services Agreement	September 13, 2010 (Tentative)

If you have any questions with regard to this RFP, please contact:

Jamie Azarvand, Transportation Planner  
Calaveras County Public Works Department  
Phone (209) 754-6401  
Fax (209) 754-6664  
[jazarvand@co.calaveras.ca.us](mailto:jazarvand@co.calaveras.ca.us)

**ATTACHMENT A**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICE AGREEMENT  
FOR THE CALAVERAS TRANSIT INTERCITY  
SERVICE FEASIBILITY STUDY**

THIS AGREEMENT (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Calaveras, a political subdivision of the State of California (County) and \_\_\_\_\_ a California Corporation (Consultant).

**WITNESSETH**

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as development and preparation of an Intercity Service Feasibility Study; and

WHEREAS, the County wishes to obtain a consultant to provide such services, and

WHEREAS, the Consultant has represented to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in the Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with the furthering of the goals of the County; and

WHEREAS, Consultant understands that the County is relying upon those representations in entering into this Agreement.

NOW, THEREFORE, the County and the Consultant agree as follows:

***SECTION 9 BASIC SERVICES***

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On an as-needed basis, the Consultant shall furnish and perform a variety of services as requested by and in a manner satisfactory to the Director of Public Works or his/her designee (for the purposes of this Agreement, this individual shall be referred to as the "County Contract Manager") including, but not limited to, \_\_\_\_\_, as more fully described in Exhibit A.

The Consultant will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

In the event of any conflict between any provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from the Consultant for the County's benefit shall prevail.

The County Contract Manager may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Section 2 of this Agreement. Modifications to the terms, billing rates, and allocation of funds between tasks and subtasks which result in a change to the total compensation must be approved in writing by the Calaveras County Public Works Director.

## ***SECTION 10 COMPENSATION AND REIMBURSEMENT OF EXPENSES***

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- A. For the services described in Section 1 above, and subject to the condition that the specified task has been completed in a manner satisfactory to the County Contract Manager, Consultant shall be compensated at the rates as set forth in Exhibit B provided. However, that the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed xxx thousand, xxx hundred, and xxx dollars (\$0,000.) as summarized in Exhibit B.
- B. The Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B.

## ***SECTION 11 METHOD OF PAYMENT***

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- A. Not more frequently than monthly, the Consultant shall submit an invoice detailing the services provided during the preceding month, including but not limited to the Task (as identified in Section 1) the amount of time spent providing the services calculated to the one-half of an hour and the rate per hour charged for which reimbursement is requested. If requested by the County, the Consultant shall provide any further documentation to verify the compensation and reimbursement sought by the Consultant.
- B. Within fifteen (15) calendar days of the receipt of the Consultant's detailed invoice, the County Contract Manager shall either authorize payment or advise Consultant in writing of any concerns that the County Contract Manager has with the invoice or any need for further documentation.
- C. Within thirty (30) calendar days of authorization by the County Contract Manager for payment of an invoice, the County Auditor-Controller shall either authorize payment of the compensation sought and/or payment of the reimbursement of expenses sought or advises the Consultant in writing of any concerns that the County Auditor-Controller has with the request or any need for further documentation.

## **SECTION 12 REPORTS**

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The County shall provide the Consultant with all information pertinent to the services required of the Consultant by this Agreement which is requested by the Consultant and which is within the County's possession. No charges for these materials will be made.

## **SECTION 13 RECORDS RETENTION**

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All records, documents, and general correspondence relating to the project in possession of the Consultant shall be delivered to the County upon completion of the task.

Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without Consultant's advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in projects other than the Project.

## **SECTION 14 DISPUTES**

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Before any dispute or controversy arising or out or relating to this project or this Agreement is taken to a court of law, the parties may engage in discussion to resolve the dispute through mediation or arbitration. The parties shall share equally all mediation or arbitration costs, excluding the parties' own attorneys fees. This Agreement and dispute resolution is governed by California Law. Only the party prevailing on all issues submitted, either to a court of law or arbitrator shall be entitled to reasonable attorneys fees.

## **SECTION 15 TERM AND TERMINATION**

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- A. The term of this Agreement shall run for a period of \_\_\_\_\_ commencing from the date of execution of this Agreement. This Agreement may be extended upon mutual consent of both parties and at the discretion of the Public Works Director.
- B. All deliverables and products of this Agreement shall be completed and submitted to the County Contract Manager in accordance with the schedule outlined in Exhibit A.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) calendar days to cure the default. Such notice shall describe the default, and shall be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen (15) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) calendar days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

- D. Either party may terminate this Agreement for any reason at any time during its term, by giving fifteen (15) calendar days written notice to the other party.
- E. Upon termination of this Agreement or suspension of work by either County or Consultant, Consultant shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Consultant shall become the sole and exclusive property of Calaveras County subject to the terms and conditions of Section 5 Records Retention and Consultant shall be entitled to receive compensation for any work completed on such documents and other materials determined by the County Contract Manager to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Consultant such as sketches, copy, mock-ups and all preparatory work for which Consultant is not compensated by the County shall remain the sole and exclusive property of the Consultant.

## ***SECTION 16 APPLICABLE LAWS***

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In the performance of the services required by this Agreement, Consultant shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

## ***SECTION 17 NON-DISCRIMINATION IN SERVICES AND BENEFITS***

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Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

## **SECTION 18 INDEMNIFICATION**

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- A. The Consultant shall indemnify and hold harmless County, its elected representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury or property damage to the extent arising out of:
1. Any negligent act, error or omission by Consultant, its officers, agents, or employees, in performing the services, responsibilities or duties required of County by this Agreement; or
  2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of County by this Agreement.
- B. County shall indemnify and hold harmless, Consultant, their representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury or property damage to the extent arising out of:
1. Any negligent act, error or omission by County, its officers, agents, or employees, in performing services, responsibilities or duties required of County by this Agreement; or
  2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of County by this Agreement.

Provided, however, that the County's indemnification obligations do not extend to or include any claims or other matters based in whole or in part upon any act or omission of the County in selecting, supervising or retaining Consultant, its officers, agents or employees.

In providing any defense under this Section, the indemnifying party shall use counsel reasonably acceptable to the indemnified party.

## **SECTION 19 OWNER'S RESPONSIBILITY**

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The County shall examine information submitted to the Consultant and shall promptly render decisions pertain there to on issues within County's responsibility.

## **SECTION 20 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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- A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, commercial general liability insurance, Workers' Compensation and Employers' Liability insurance as required by the State of California, and automobile liability insurance. The

comprehensive general liability insurance shall include broad form property damage insurance.

1. The limits of such insurance shall be no less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate for the commercial general liability insurance, \$1,000,000 for the Workers' Compensation/Employers' Liability insurance per accident for bodily injury or disease, and \$1,000,000 combined single limit for each accident for the automobile liability insurance.
  2. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis.
  3. The County, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured on the commercial general and automobile liability insurance policies.
  4. Retentions must be declared to and are subject to the approval of the County Risk Manager.
  5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, return receipt requested, has been given to the County Contract Manager.
  6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise approved by the County Risk Manager.
  7. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
- B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the County Contract Manager with certificates of insurance reflecting coverage required by this Agreement. The certificates are to be signed by a person authorized by that insurer to bond coverage on its behalf. All certificates are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Consultant may use forms provided by the County Risk Manager or, as an alternative, may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

During the term of this Agreement, Consultant shall furnish the County Contract Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**SECTION 21 WORKERS' COMPENSATION**

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Consultant shall provide Workers' Compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County Risk Manager in a form substantially as set forth below.

**WORKERS' COMPENSATION CERTIFICATION**

I am aware of the provisions of Paragraph 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that he/she has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

Initials: \_\_\_\_\_

**SECTION 22 REPRESENTATIVES; NOTICE**

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- A. Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall have the authority to approve changes in the scope of the work, provided that such are consistent with this Agreement, and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

COUNTY: Tom Garcia, P.E.  
Director of Public Works

CONSULTANT: John Doe  
Project Manager

- B. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at their respective address as follows:

CONSULTANT: Address  
Attention:

COUNTY: Calaveras County  
Public Works Department  
891 Mountain Ranch Road  
San Andreas, CA 95249  
Attn: Tom Garcia, P.E.

- C. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

TO CONSULTANT: Fax: (xxx) xxx-xxxx Contact No: (xxx) xxx-xxxx

TO COUNTY: Fax: (209) 754-6664 Contact No: (209) 754-6401

Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5<sup>th</sup>) day following deposit in the mail if sent by first class mail.

### ***SECTION 23 CONFLICT OF INTEREST***

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- A. Consultant shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Section 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.
- C. Consultant agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Consultant will immediately inform the County and provide all information needed for resolution of the question.

## ***SECTION 24 COVENANT AGAINST CONTINGENT FEES***

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Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## ***SECTION 25 ASSIGNMENT AND SUBCONTRACTS***

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The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the County Contract Manager. If any portion of the services required of Consultant is subcontracted, the sub consultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by sub consultant(s).

## ***SECTION 26 STATUS OF CONSULTANT***

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- A. It is understood and agreed by all the parties hereto that Consultant is an independent Consultant and that no relationship of employer-employee exists between the County and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the County. Consultant hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B. It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Consultant nor Consultant's assigned personnel shall have any right to bind the County to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.
- D. There are no third party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

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**SECTION 27 AMENDMENT**

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This Agreement may be amended only by written instrument signed by the County and Consultant.

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**SECTION 28 WAIVER**

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The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

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**SECTION 29 AUTHORIZED REPRESENTATIVE**

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The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

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**SECTION 30 PUBLIC RECORDS ACT**

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Upon its execution, this Agreement (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

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**SECTION 31 ADDITIONAL PROVISIONS**

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- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Consultant to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.
- B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Consultant only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

***SECTION 32 ENTIRE AGREEMENT***

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This Agreement constitutes the entire Agreement between the County and Consultant and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

**CONSULTANT NAME/COMPANY**

**COUNTY OF CALAVERAS**

By \_\_\_\_\_  
Consultant Name

By \_\_\_\_\_  
Tom Garcia, P.E.  
Director of Public Works

**COUNTY OF CALAVERAS**

**ATTEST:**

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
to the Board of Supervisors  
County of Calaveras, California

By \_\_\_\_\_  
Chair, Board of Supervisors

**Approved As To Form:**

County Counsel

Date \_\_\_\_\_

By \_\_\_\_\_

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**EXHIBIT A.  
SCOPE OF WORK AND  
SCHEDULE**

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**EXHIBIT B.  
BUDGET**