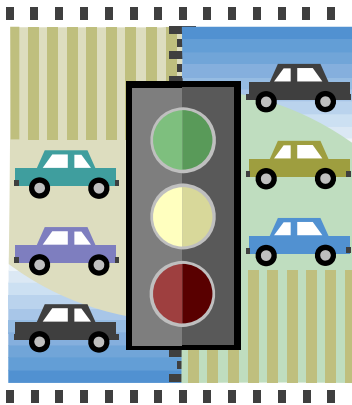


EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS FOR INTELLIGENT
TRANSPORTATION SYSTEM MASTER PLAN

September 8, 2006



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ATTACHMENT:

Attachment A.....Sample Professional Services Contract

El Dorado County
Department of Transportation

Request for Proposals for Intelligent Transportation System (ITS) Master Plan

September 8, 2006

1. Introduction

The El Dorado County Department of Transportation (County) is soliciting professional engineering services from consulting firms with expertise and experience in Intelligent Transportation Systems (ITS) to prepare an ITS Master Plan. The County is seeking a highly qualified firm with experience in creating similar master plans and with thorough knowledge in ITS.

2. Background

El Dorado County is a vast County with a mix of rural and urban areas and related traffic issues. The western portion of the County has a rapidly growing urbanized area, while the eastern portion is widely rural in nature.

Recently, the County created a staff report on County-wide signal operations, and realized the need for developing a comprehensive Master Plan to update the system. The County intends to expand and update the signal system and deploy an Intelligent Transportation System (ITS) to meet its local and regional needs.

The County intends to develop a strategy, or a road map, that will guide it through the next 15 years in development and deployment of the ITS system for both traffic surveillance and incident management. This plan may be phased based on the needs of the County and the availability of funding for implementation of the ITS projects.

Our vision of the new Master Plan will require existing system inventory evaluation, assessment of the needs, creating a plan for project deployment, and developing funding strategies.

The Inventory Evaluation Phase includes verifying the existing system currently in use. The Assessment of Needs Phase will determine the current and future needs using available technology. During the Assessment Phase, the current technology will be reviewed and recommendations will be developed with flexibility to adopt future advances in technology. In this phase the goal is to work closely with the County's Signal Operations and Information Technology (IT) Departments in selecting the best technology for future.

The Deployment Plan should determine project priority based on preliminary cost estimates, agency needs, benefits gained, and duration of the project. Funding strategies for each of the prioritized projects will be developed by listing available grants from different sources and the qualification requirements. Any future issues that might impact funding strategies will be considered in this phase.

The County is also considering becoming a regional partner in the Sacramento Transportation Area-wide Network (STARNET) sponsored by the Sacramento Area Council of Governments (SACOG) and would like to pursue regional solutions to its local traffic problems.

3. Project Summary

The County's current inventory includes a majority of 170-type controllers and a few 2070-type controllers that are not linked to any centralized computer or other type of system. Other than Caltrans signals within the County, none of the signals have coordination or any type of interconnect. The first three County signals that will be interconnected with hard wire are currently being built. There are approximately 32 existing signals with 13 additional signals planned within the next two years.

Currently, there is a lack of complete understanding of the potential applications of ITS among internal County groups and other local stakeholders including El Dorado Transit, the Sheriff's Department, and the Fire Department. All stakeholders should be involved in this process starting from the Assessments Phase, allowing these agencies and other County departments to understand and benefit from using ITS technology in a mutually beneficial way.

Each stakeholder will be given opportunities to participate in the creation of the Master Plan by providing information on issues that need to be addressed with the current system and with development of the future Master Plan. All solutions that are developed by the stakeholder group will be reviewed for potential regional applications. After each stakeholder has developed its priorities list, a group meeting will be held to discuss possible solutions and their feasibility based on needs, available technology, and funding options.

ITS solutions will be proposed for all major corridors determined by the County and a project list will be created by the stakeholders. From this list, the Deployment Phase would determine the priority and implementation plan based on cost, time to implement, and benefits to operations and maintenance. A matrix of all projects would then be generated. This matrix will give the County a road map for ITS project deployment. Once the priority and implementation schedule is determined, funding strategies will be identified for all of the projects.

The project analysis will include, but not limited to, providing the County with the following:

1. A summary identifying and evaluating deficiencies in the existing system.
2. Discussion on available technology indicating the pros and cons for each system.
3. Coordination with the Consultant developing County's Signal Maintenance Master Plan, to creating an ITS Master Plan that incorporates the maintenance goals.
4. Establishing the need for ITS deployment on County's roadways.
5. A complete deployment plan with phasing of projects.
6. A detailed outline of the cost of construction and maintenance of ITS projects.
7. A listing of all the potential funding grants for the prioritized projects.
8. Provide examples of how other agencies implemented these types of ITS projects.

The current schedule for the ITS Master Plan completion is May 25, 2007.

4. Scope of Work

The following is an outline to be used in developing the scope of work that will be prepared as part of the proposal. This is to be used as a basic outline. Should it be determined that the outline can be prepared in a different order, please note it in the proposal. The items of work presented should not be considered exhaustive. Consultants should expand the scope of work based on their experience and knowledge as they see appropriate.

Requested services shall include, but not be limited to:

4.1. The consultant shall provide a comprehensive *ITS Master Plan Report*, which should include the following:

- a. Existing Conditions Analysis.
- b. Assessment of Needs.
- c. Deployment Plan.
- d. Funding Strategies.

4.2. The *Existing Conditions Analysis* shall include the following:

- a. Prepare an inventory of existing signal system and interconnect equipment.
- b. Identify existing system hardware and software (cabinets, controllers, etc.).
- c. Identify deficiencies along major corridors.
- d. Create a technical memo summarizing all of the findings.

4.3. The *Assessment of Needs* analysis shall include the following:

a. Identify the stakeholders and facilitate coordination.

1. Establish an ITS steering committee.
2. Explain ITS and its benefits.
3. Outline the goals of the committee.

b. Determine the County's needs based on national and regional ITS architecture. Explore communication options such as DSL, dial-up modem lines, fiber optics, wireless, IP based ATMS, CCTV's, CMS, etc. for coordinating major corridors and creating a centralized operations hub.

1. Determine the hardware and software needs.
2. Determine the system needs (along major corridors or at intersections).
3. Determine the communication infrastructure needs.
4. Determine signal equipment needs (controllers, detectors, cabinets, etc.).
5. Explore connectivity options with regional stakeholders (cities, counties, fire, sheriff, etc.).

c. Define solutions to current problems.

1. Define issues that need to be addressed with current system.
2. Define future requirements to address stakeholders needs.
3. Prioritize each of these requirements.
4. Create specifications for the signal system equipment and communications infrastructure.
5. Explore opportunities for joint trench or lease options with utility companies, such as AT&T, PG&E, Comcast, etc. Include an assessment of their existing and proposed infrastructure and its applicability.

d. Create ITS solutions including the following.

1. Organize meetings with stakeholders to update them on all solutions.
2. Create combined solutions to stakeholders' problems.
3. Explore communication compatibility issues and needed updates.

e. Determine practical projects for the County with the following.

1. Create a listing of all solutions.
2. Determine a practical list of projects.
3. Create an ITS solutions report.

- 4.4.** The *Deployment Plan* shall include the following:
- a. Create priority ratings (high, medium, low) based on County/stakeholders feedback on needs and benefits gained.
 - b. Determine tentative cost for each project.
 - c. Develop the time estimates for completion of projects.
 - d. Create a matrix to determine the project priority list/implementation schedule.
 - e. Outline potential environmental documentation requirements.

- 4.5.** The *Funding Strategy Development* analysis shall include the following:
- a. Determine the funding sources or options available for the listed projects (the description should include qualifications for funding, sources of information such as grant applications, contact person information, references to other agencies that have obtained similar funding, etc.).
 - b. Provide a detailed list of operations and maintenance that would be required if each of the listed priorities is constructed.
 - c. Outline any future modifications needed if any changes to the Master Plan are made in the future based upon the County's General Plan or any changes to it that might affect the Master Plan.

5. Documents Available for Review

- a. El Dorado County Traffic Operations Staff Summary Report dated August 2006; copies of this report are available for review at the El Dorado County Department of Transportation offices in El Dorado Hills.
- b. Sample of Professional Services Contract, included as Attachment A to RFP.
- c. Tahoe Gateway ITS Master Plan
- d. Caltrans Operations Long Range Master Plan

6. Proposal Format

The proposal shall not exceed 100 single-sided pages excluding cover sheet, table of contents, and index sheets. Resumes included with the proposal shall not exceed one single-sided page per person listed in the organization chart.

Concise, responsive proposals include the following sections. Proposals shall be in 8 1/2" x 11" format.

6.1. Transmittal letter - not to exceed one page, identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute an agreement with the County and listing all of the attachments to the proposal.

6.2. Understanding of the Scope of Work – Provide a detailed discussion of the services to be rendered. Include a discussion of deliverables and expected time of delivery of

each phase. Consultants are encouraged to explain in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary to enhance the project or reduce the costs. The proposed Scope of Work should include a detailed work plan with tasks and an accompanying schedule. The Scope of Work may include suggestions for augmenting, streamlining, or clarifying the work effort. Firms are encouraged to be creative in preparing proposals that demonstrate the most effective means of accomplishing the objectives of the project.

6.3. Project Team – Include an organization chart for personnel to be used for the project showing the proposed principal-in-charge, project manager, and key staff. Provide a narrative description of the qualifications and experience of each key person along with their proposed responsibilities. A resume may be included for each person shown on the organization chart.

If subconsultants or joint consultants are proposed, include a description of any relevant association with the proposed subconsultants, not to exceed one page each. Provide examples of past projects on which the lead firm has worked with each subconsultant. List the names, addresses, and telephone numbers of any proposed subconsultants or joint consultants. Provide a description of the team's project management approach, including philosophy and approach to ensure effective communication with personnel from various agencies and entities that will be involved in the project.

6.4 Project Schedule – Provide a detailed schedule for the completion of the engineering services required for the project. Provide a timeline chart outlining the days required to complete each task as outlined in the proposal for this project. Show critical path elements of the project and discuss any constraints in meeting the County's desired deadlines.

6.5. Statement of Qualifications – Provide a description of the firm and its expertise, including identification of the firm's primary services, office locations, ability and capacity to do the work, and professional and support staff members. Include a brief history of the firm as well as descriptions of similar projects completed within past five years. Describe familiarity with El Dorado County standards. Identify staff, including subconsultants and their responsibilities for example projects if they are proposed for assignment to this project. Provide references including names, addresses, and telephone numbers.

6.6. Contract Requirements – All proposals must contain a statement that the prospective consultant has reviewed the language and provisions contained within the Sample Professional Services Contract attached hereto (Attachment A) and that the prospective consultant concurs with the provisions contained within said agreement, and can and will enter into the agreement without alterations.

6.7. Insurance Requirements – All proposals must contain a statement that liability limits shown in Sample Professional Services Agreement (Attachment A) will be met.

7. Fee Proposal – A fee proposal shall be included in the proposal under separate sealed cover. The fee proposal will be used as basis of negotiation for the Professional Services Contract with the highest ranking firm. If agreement is not reached with that firm, the next highest ranked firm may, at the discretion of the County, be given an opportunity to negotiate an agreement.

The fee proposal shall include a current hourly rate schedule for the firm and any subconsultants to be used during the contract as well as the unit rates to be charged for all miscellaneous project-related services such as reproduction, delivery, etc. Rate schedules must include rates that will be effective through the entire term of the contract, which is anticipated to end in May 2007. Unloaded labor rates shall be shown with overhead and fee markups listed separately.

In addition to the current hourly rate schedule, the fee proposal shall include a project estimate describing all costs and employee/subconsultant hours required to complete all tasks outlined under the **Scope of Work**.

8. Proposal Submittal and Inquiries

Six (6) copies of the consultant’s proposal shall be submitted by **5:00 p.m. on Friday, September 29, 2006**. Postmarks will not be accepted. All proposals shall be delivered to:

El Dorado County
Department of Transportation
4950 Hillside Circle
El Dorado Hills, CA 95762
Attn: Rupa Somavarapu

The proposals shall be sealed and clearly marked with the consultant’s name and the description “Proposals for Intelligent Transportation System (ITS) Master Plan” on the outside of the envelope. The proposal shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the proposal is valid for one hundred twenty (120) days. Proposals received incomplete or late, for any reason, will not be accepted. All proposals shall become the property of the County.

Any questions or requests for additional information relating to proposals or the selection process must be made in writing to Rupa Somavarapu via facsimile at (916) 941-8910 or e-mail at Rsomavarapu@co.el-dorado.ca.us. before 5:00 p.m. on September 29, 2006.

9. Conflict of Interest

Prospective consultants warrant and covenant that no official or employee of the County or any business entity with an official of the County has an interest, has been employed or retained to solicit or aid in procuring of any resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate

divulgence of such fact to the County. Each prospective consultant's proposal shall contain a statement to the effect that the consultant is not currently committed to another project that would constitute a conflicting interest with the projects defined in the RFP.

10. Modification or withdrawal of proposal

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the prospective consultant. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

11. Rejection of Proposals

Prospective consultants interested in being considered must submit proposals in compliance with this RFP. Failure to meet the minimum requirements of this RFP shall be cause for rejection of the proposal. The County may reject any proposal if it is conditional, incomplete, contains irregularities, or is deemed to be substandard. Also, the County reserves the right to reject any or all proposals for any reason whatsoever. The County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the proposal documents or excuse the proposing firm from full compliance with any contract requirements if the prospective consultant is awarded a contract.

12. Selection Process

Based upon the information provided by each consulting firm, the County will develop a ranked list of consultants. The proposals will be evaluated by County staff based upon criteria which may include the following:

- Quality of Response
- Experience with similar projects
- Familiarity with El Dorado County and Caltrans design standards
- Record of performance
- Knowledge of local transportation issues
- Relevant experience of key team members
- Use of local staff to complete the work contemplated under the project
- Thoroughness, clarity, relevance and quality of the material presented
- Demonstrated ability to rapidly respond to changing conditions
- History of meeting schedules and budgets
- Acceptance of the terms of the attached Sample Professional Services Contract

12.1. Responsiveness of Proposals

All proposals shall be in writing and fully responsive to this RFP. Non-responsive proposals, or proposals found to be irregular or not in conformance with the requirements and instructions contained herein, will not be considered or evaluated. Other conditions that may lead to the selection committee's decision not to evaluate a proposal include lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet obligations on previous contracts.

12.2. Final selection

Selection of a consultant is typically based upon ranking of proposals. However, the County reserves the right to request oral interviews with candidate firms prior to final selection. Once the County selects the top ranked firm, the County will negotiate the cost for services. In the event no agreement is reached on cost, the County may select the next highest ranked firm to negotiate a cost for services. This process may continue with successive candidate firms at the discretion of the County.

13. Contract Award

Response and selection for the project will not necessarily result in a contract with the County. Proposal opening and evaluation or analysis does not constitute awarding of a contract. Award of the contract will be made by the County's Board of Supervisors. The contract is not in force until it is awarded and fully executed by the El Dorado County Board of Supervisors.

14. County Responsibilities

The County will be responsible for assigning a Project Coordinator for overall project management, for schedule review and approvals, for timely reviews and approvals of project submittals, and for overall contact administration, including coordination with other regulatory agencies, consultants, the County's Board of Supervisors, other County departments, the El Dorado County Transportation Commission and the general public.

The County reserves the right to perform any portion of the scope of services with County personnel, as the County may determine is necessary and appropriate, subject to the availability of resources.

15. Professional Services Agreement

The firm selected for this project will be required to execute a Professional Services Contract with the County. The contract will begin immediately following execution of the agreement by the County. This is estimated to occur in November 2006, but may be postponed at the County's discretion.

Execution of a contract with the County does not guarantee the County will use the consultant's services. The County will be under no financial obligation to provide a minimum amount of work to the consultant.

15.1. Costs Incurred in Submitting a Proposal

This Request for Proposal does not commit the County to pay any costs incurred by any individual, firm, partnership or corporation in the submission of responses to this RFP, or in making any necessary studies or designs for the preparation therefore, nor to procure or contract for any articles or services. Submitted proposals shall remain the property of the County.

16. Tentative Schedule

Please consider the following information in preparing your proposal. All dates are tentative except for the proposal submittal deadline.

Item	Date
Proposal Due Date	September 29, 2006
County Selects Consultant	October 25, 2006
Consultant Contract Documentation	November 13, 2006
BOS Awards Consultant Contract	November 21, 2006
Consultant Completes Project	May 25, 2007

**Attachment A-Sample Agreement
ABC Consulting Engineers, Inc.
Planning, Design and Project Support Services**

AGREEMENT FOR SERVICES # AGMT 06-XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ABC Consulting Engineers, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 188 S. Main Avenue, Suite 111, Los Angeles, California 90036, and whose local office address is 120 P Street, Suite 100, Sacramento, California 95826 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation (DOT) with planning, design, project support, and project delivery services specifically in support of projects included in County's five-year capital improvement program (CIP), and generally in support of other County activities as required; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services:

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on an as-requested basis for County's DOT, and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles, and equipment necessary to perform various engineering tasks to assist DOT staff in delivering CIP projects and to assist with programmatic needs when requested. Tasks may include, but are not limited to, engineering design, project support, project delivery, mapping, construction support, construction inspection, surveying, materials testing, hydrology and hydraulic calculations, developing and overseeing monitoring plans for design criteria and/or Best Management Practices (BMP) effectiveness, slope/soil stabilization and revegetation and storm water management related activities. Consultant's services may also include such other tasks as may be assigned by County's

Contract Administrator such as reviewing submittals, deliverables and other documents on behalf of County, attending project-related meetings, creating project delivery schedules and estimates and meeting with partner agencies to support project delivery.

- B. The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and a County DOT representative to discuss the needs, applicable design standards, required deliverables, specific Consultant staff, subconsultants (if required), project-related travel hours and mileage budget (if applicable), and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide DOT with a written scope of work, a schedule, and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization, and notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the written Task Order.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

County shall review and approve Consultant's progress through County's Contract Administrator, or designee, at key points, as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order. Milestones may only be changed by agreement between County's Contract Administrator and Consultant's Project Manager.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003, Primavera P3e/c, and other engineering software used for analytical purposes. Where Consultant produces drawings as a part of a Task Order, they shall be produced in AutoCAD Land Development Desktop 2004 or latest release. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XV.
- D. County shall cooperate with Consultant by providing the following information requested, where possible, in connection with this Agreement:
1. Transparencies and AutoCAD files regarding the projects produced by or in possession of County, documentation, mapping, calculations or other materials in its files that would be of assistance to Consultant in performing the services.
 2. Interface between Consultant and other County departments.
 3. A work order number and task code for each assignment.
- E. Consultant's Project Manager shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, subconsultants, and operations, including, but

not limited to:

1. Assigning qualified personnel to perform the required Task Order work.
2. Reviewing, monitoring, training and directing Consultant's personnel and subconsultants.

All of the tasks included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire September 30, 2008.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant's Project Manager amend the Task Order.

The total amount of this Agreement shall not exceed \$500,000, inclusive of all work of subconsultants and expenses.

- B. Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement.
- C. For project-related Task Orders related to services other than construction support and construction inspection services, County agrees to pay for travel hours and mileage expenses, based on an approved budget in accordance with Article I, Section B. For Task Orders calling for construction support and construction inspection services, Consultant and any authorized subconsultants are expected to report to DOT's Placerville offices or directly to the construction project site, as applicable, based on a mutually agreeable schedule and Consultant and any authorized subconsultants will not be compensated for travel hours or mileage expenses. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement.

- D. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and project title, and shall include County's work order number and task code, both on their faces and on any enclosures or back-up documentation. Invoices shall be mailed to the Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

ARTICLE IV

Quality Control: Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within each Task Order schedule. The plan shall take into account the following:

1. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
2. Consultant is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
3. Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
4. Plans, designs, estimates, calculations, reports and other documents furnished under each Task Order shall be of a quality acceptable to County's Contract Administrator, or designee.
5. A design, estimate, calculation, report or other document furnished under each Task Order is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
6. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.
7. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer(s) responsible for its preparation.
8. Consultant shall maintain a complete project file for each Task Order performed under

this Agreement. This file shall be made available to County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under the Task Order.

County's Contract Administrator, or designee, shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

ARTICLE V

Progress Reports: Upon issuance of a Task Order, Consultant shall submit written progress reports at an interval that is commensurate with the needs of the task(s) and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once a month. The reports shall be sufficiently detailed for County's Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant, and any authorized subconsultants.

ARTICLE VI

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly licensed in good standing by the State of California, where applicable, to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said licenses in good standing throughout the term of this Agreement.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all Services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations and any and all other materials or data produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the individual Task Orders or project(s).

ARTICLE VIII

Consultant's Project Manager: Consultant designates (*insert Project Manager's Name & Title*) as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under individual Task Orders issued including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the Task Orders; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto.

Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager, design team or subconsultants, which shall be established at the issuance of each Task Order, without prior written approval by County's Contract Administrator.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE XI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants authorized in individual Task Orders issued pursuant to this Agreement for the particular tasks, work, and deliverables identified therein. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner, in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or subconsultants.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: *(Insert Contract Administrator's Name)*
Deputy Director, Engineering

or to such other location as County directs.

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tim C. Prudhel
Contract Services Officer

Notices to Consultant shall be addressed as follows:

ABC Consulting Engineers, Inc.
188 S. Main Avenue, Suite 111
Los Angeles, California 90036

Attn.: *(Insert Name & Title)*

or to such other location as Consultant directs.

ARTICLE XVII

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing

wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE XVIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic losses, which are claimed to or in any way arise out of, directly or indirectly, or are connected with: (1) any negligent (whether passive or active) act, error or omission; or willful misconduct of Consultant, its subconsultant(s) agents or employee(s) or any of these; 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 Consultant by this Agreement. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management

Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and Professional Liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXII

California Residency (Form 590): All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is (*Insert Name*), Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- ABC CONSULTING ENGINEERS, INC. --

By: _____

Dated: _____

(Insert Name)
President
"Consultant"

By: _____

Dated: _____

(Insert Name)
Corporate Secretary