

# **REQUEST FOR PROPOSALS**

*for*

## **PRELIMINARY ENGINEERING AND RIGHT-OF-WAY SERVICES**

*for the*

## **COVELO SR 162 CORRIDOR MULTI-PURPOSE TRAIL**

*in*

## **MENDOCINO COUNTY**

**FOR:**

## **MENDOCINO COUNCIL OF GOVERNMENTS**

Phillip J. Dow, Executive Director  
Mendocino Council of Governments  
367 North State St., Suite 206  
Ukiah, CA 95482

**February 4, 2016**

# Table of Contents

<b>I. BACKGROUND.....</b>	<b>4</b>
A. The Region.....	4
B. Population .....	4
C. Organization and Management .....	4
<b>II. PROJECT DESCRIPTION .....</b>	<b>5</b>
<b>III. SCOPE OF WORK.....</b>	<b>6</b>
<b>IV. PROPOSAL REQUIREMENTS.....</b>	<b>20</b>
A. Identification of Prospective Consultant.....	20
B. Management.....	20
C. Personnel.....	20
D. References.....	20
E. Sub-consultants .....	20
F. Methodology .....	20
G. Schedule of Tasks .....	20
H. Budget.....	21
I. Signature .....	21
<b>V. CONSULTANT AWARD .....</b>	<b>22</b>
A. Proposal Review .....	22
B. Proposal Evaluation .....	22
C. Contract Award.....	22
<b>VI. GENERAL INFORMATION.....</b>	<b>23</b>
A. Proposal Submittal .....	23
B. Late Submittals .....	23
C. Modification or Withdrawal of Proposals.....	23
D. Consultant Selection Schedule.....	23
E. Work Schedule.....	23
F. Property Rights .....	24
G. Amendments to Request for Proposals .....	24
H. Funding .....	24
I. Non-commitment of the Mendocino Council of Governments .....	24
J. Questions.....	24
K. Affirmative Action.....	24
L. Protest Procedures and Dispute Resolution Process .....	24

## **Appendix**

Exhibit 1 Sample Contract – Mendocino Council of Governments

Exhibit 2 Protest Procedures & Dispute Resolution Process

## **I. BACKGROUND**

### **A. The Region**

Caltrans District 1 is made up of California's northernmost coastal counties: Del Norte, Humboldt and Mendocino and inland Lake County. Within this rural District, the State Highway System (SHS) commonly acts as main street for numerous communities and is utilized by vehicular traffic as well as non-motorized users to travel between local destinations.

The SR 162 corridor is the primary north-south route between the town of Covelo and the Round Valley Indian Reservation's administrative services, including a health center and Tribal offices. The State highway acts as the central collector through the community, intersecting County roads, and creating a series of local access routes to schools, housing centers and other services. Route 162 is a 22 – 26' wide, two-lane, conventional highway with narrow or non-existent shoulders. Route 162 is classified as a major collector according to the California State Highway Log (2002). The current route concept for SR 162 is conventional two-lane highway. Within the project area, little or none of the route segment meets the standard roadway width (two, twelve-foot travel lanes with four-foot shoulders or 32-feet of total paved width) for a conventional two-lane highway.

Non-motorized travel is an important form of transportation in Round Valley. Covelo and the Round Valley Indian Reservation are not served by public transportation. A large number of children, elderly and low-income residents use non-motorized travel modes. The Tribal Health Center is known to attract pedestrian mothers with their infants in strollers for regular visits. The need for safe pedestrian corridors was identified by local residents as a high priority in the Covelo/Round Valley Non-Motorized Needs Assessment and Engineered Feasibility Study (2014) and in Making Safe & Healthy Community Connections in Round Valley – Walk/Bike Path and Community Revitalization Strategy (2010).

### **B. Population**

The 2010 Census population figures place Mendocino County's population at 87,841. This figure includes an unincorporated population of 59,156 and an incorporated population of 28,685 (Fort Bragg, Point Arena, Ukiah and Willits). The Round Valley Indian Reservation, the unincorporated community of Covelo and its surrounding area, which encompasses approximately 44 square miles, has a population of roughly 4,000 people. The Round Valley Indian Reservation is the second largest Reservation in California, in terms of population, with approximately 2,800 members living in the area. Mendocino County's poverty rate is above the Statewide average. Native American and low-income communities are frequently located in isolated rural areas like Round Valley in Mendocino County and are frequently disadvantaged in terms of employment opportunities, access to transportation, goods, services and public health.

### **C. Organization and Management**

Mendocino Council of Governments is a Joint Powers Agency comprised of the County of Mendocino, and the cities of Fort Bragg, Point Arena, Ukiah, and Willits and is the designated Regional Transportation Planning Agency (RTPA). The MCOG Board of Directors is comprised of two members of the County Board of Supervisors, one representative from each of the four cities, and one countywide representative appointed by the Board of Supervisors. With the addition of a representative of the Caltrans District 1 Director, the MCOG Board becomes the Policy Advisory Committee.

## II. PROJECT DESCRIPTION

### INTRODUCTION

The Mendocino Council of Governments (MCOG) in partnership with the California Department of Transportation (Caltrans) and the Round Valley Indian Tribes has received grant funding for the design and construction of Phase I and Phase II of the Covelo SR 162 Corridor Multi-Purpose Trail.

### PROJECT LOCATION & PURPOSE

#### *Location*

This project is located within the community of Covelo, along the SR 162 Corridor. Phase I will run parallel to SR 162 from Howard Street to Biggar Lane (1.05 miles) with an east-west component connecting to Henderson Lane (0.5 miles). Phase II will run parallel to SR 162 from Biggar Lane to Hurt Road (0.5 miles).

#### *Purpose*

The purpose of this project is to reduce the potential for conflicts between bicyclists, pedestrians, and vehicles within the SR 162 Corridor and increase mobility options in the community. SR 162 serves as “Main Street” within the community of Covelo. The highway has no developed facilities for bicycles or pedestrians and the drainage ditches on both sides of the highway force non-motorized users to travel in the vehicle lanes. The project will link critical activity centers within the community, including schools, the downtown center, tribal facilities, and residential areas.

### III. SCOPE OF WORK

#### Work Objectives

The consultant shall demonstrate knowledge and experience in obtaining regulatory permits, developing CEQA documents, designing and engineering a Class I trail as defined by the California Department of Transportation (Caltrans) in Chapter 1000 of the Highway Design Manual, and right-of-way acquisition. This includes, but is not limited to, work necessary to:

- Prepare documents to support the approval of a CEQA document
- Address regulatory and permit requirements, including mitigation and monitoring
- Develop PS&E of a Class I trail as defined by Caltrans
- Address constructability and cost effectiveness of the proposed design
- Determine right of way requirements
- Finalize design features and prepare a bid set
- Right-of-way acquisitions

#### General Scope

The Scope of Work is divided into ten tasks, with Tasks 1 through 5 applying strictly to Phase I of the project and Tasks 6 through 10 applying strictly to Phase II of the project.

Consultant will perform the basic services in the following areas:

- Provide technical support to MCOG's Project Manager and coordination with the necessary agencies
- Help facilitate consultation with Round Valley as required under AB 52
- Conduct surveys to support design
- Prepare preliminary and final design plans
- Include conform areas, pavement spot elevations, construction staging and access areas, and existing utilities
- Provide for the design of erosion control planting
- Identify special status plant species requiring permits for removal within disturbed areas of the project, and prepare a mitigation plan if necessary
- Complete appropriate level CEQA documents and file Notice of Determination upon Board certification
- Secure all regulatory and construction permits
- Acquire necessary right-of-way

#### Assumptions

1. Approval from permitting agencies may include, but is not limited to, the following:
  - a. U.S. Army Corps of Engineers
  - b. California Department of Fish and Wildlife
  - c. Regional Water Quality Control Board
  - d. U.S. Fish and Wildlife Service
  - e. National Marine Fisheries Service

- f. County/State encroachment permits
2. MCOG will provide the consultant with hard copies of previous studies, available electronic data as well as access to any available related design drawings and plans
3. MCOG will make timely decisions on questions or issues brought forward by the consultant throughout this process
4. MCOG will execute the appropriate agreements with agencies

### Detailed Scope of Services

#### **Phase I**

##### Task 1: Management/Coordination

###### A. Project Development Team Meetings

Consultant shall participate in Project Development Team (PDT) meetings with MCOG and other agencies/organizations as may be necessary. In doing so, Consultant will represent the interest of MCOG with others. Monthly PDT meetings will be held as necessary throughout the term of the project. The purpose of these meetings will be to discuss work objectives, design issues, the work schedule and progress, terms of agreement, and other related issues, in order to resolve project related issues and maintain the progress of the project. As part of this task, the Consultant shall assist in preparation of the agenda, meeting summary, and action items.

Deliverable: Meeting Summary

##### Task 2: Preliminary Coordination

###### A. Data Collection and Review

Consultant shall obtain and review available data and identify any additional information necessary to complete the engineering, design, and environmental efforts from MCOG, agencies, utilities, or organizations. Such information shall include, at minimum, the following:

- Aerial mapping and base maps
- Utility information
- Right of way information, including mapping
- Pertinent historical correspondence

###### B. Surveying and Base Mapping

The Consultant shall perform additional topographical survey information as needed and identify any additional data required for final design.

Deliverables: Survey maps

### C. Geotechnical Field Investigation

The Consultant shall perform engineering analysis in order to provide adequate definition of potentially adverse geologic/geotechnical conditions accompanied by discussions regarding available mitigation options, as needed.

Deliverables: Geotechnical Report

### D. Right of Way and Utility Identification

Consultant is responsible for identifying any and all utilities within the project limits. Included in this task is the determination of location and depth of any high risk utilities. Any needed temporary construction easements shall be identified and mapped. If needed, Consultant shall arrange for title reports.

Deliverables: Utility Map

## Task 3: CEQA and Permitting

The scope is to include completion and preparation of environmental documentation in compliance with CEQA and technical studies. This work is to be initiated prior to the completion of the 35% plans and specs.

### A. Environmental Document

Consultant shall determine the appropriate level of CEQA needed for the development of a Class I trail within the existing right of way, or within the right of way recommended by Consultant in coordination with MCOG.

### B. Conduct Site Visits

As necessary, the wildlife biologist shall conduct a reconnaissance field study to document suitable habitat conditions for special-status species that have the potential to occur within the project area. The wildlife biologist will assess existing conditions and determine if the habitats within the adjacent to the project area have the potential to be occupied by these species. The results of the reconnaissance will be used to determine any appropriate measures for avoiding or minimizing impacts on special-status wildlife species.

Deliverable: California Natural Diversity Database List, USFWS & NMFS species lists

### C. Prepare Resource Mapping

All sensitive biological resources will be mapped and indicated on a GIS-compatible topographic map or aerial photograph of the site at a minimum scale of 1"=200' of the project site. Additional mapping may include but is not limited to:

- Prepare Area of Potential Effects Map: Prepare an Area of Potential Effects (APE) map for cultural resources that includes staging areas, right-of-way acquisition, and temporary construction easements. The map should be plotted on an aerial photograph or other base

at a scale of approximately 1"=200' or greater. A maximum size of 11" x 17" is preferred, using multiple sheets as necessary for inclusion in required reports

Deliverable: Wetland delineation map (if needed), Biological Assessment, APE map, additional resource mapping if necessary.

#### D. Prepare Technical Studies

Consultant shall prepare technical studies relating to the alignment that may include, but is not limited to:

- Noise Study: Consultant shall prepare a technical memorandum addressing the impacts of construction traffic and construction noise. The evaluation should discuss the level and significance of potential impacts and explain the basis for conclusions. If necessary, the consultant should recommend measures that can be incorporated into the project so negative or adverse impacts are avoided
- Water Quality Technical Memorandum: Consultant shall prepare a technical memorandum describing existing water resources and project features that will protect such resources. This report should also discuss whether there will be a net increase of impervious surfaces from the project and to what extent this will affect water resources
- Conduct Cultural Resources Technical Studies: Consultant shall identify any and all cultural resources. If cultural resources are identified, consultant is responsible for determining mitigation measures. Coordinating consultation with Round Valley will be required and ongoing throughout the process as required under AB 52
- Location Hydraulic Study: Consultant shall prepare a hydraulic study, a Floodplain Evaluation Report may be necessary
- Initial Hazardous Waste Assessment: Consultant shall prepare a Phase I assessment for potential hazardous waste involvement
- Complete Biological Assessment: If federally listed species are determined to be present at the project site or have the potential to be impacted by the project, a Biological Assessment will be prepared. Essential Fish Habitat Assessment (as part of BA -if the trail crosses fish bearing channel) may be required
- Natural Environment Study (NES): Consultant shall prepare a NES that includes all impacts to various listed (federal and state) species, habitats and impacts to Migratory nesting birds, and a full wetland delineation

Deliverable: Technical Memorandums

#### E. Certify CEQA Document

Using the data, comments, and research document pursuant to the California Environmental Quality Act, a Notice of Determination (NOD) will be prepared for filing with the state clearinghouse. This task includes filing the NOD after MCOG reviews, comments, and approves the final draft, and the MCOG Board certifies the document. The fee for filing is a reimbursable expense.

Deliverable: Draft and Final CEQA document, filed Notice of Determination

## F. Environmental Permitting

The Consultant will be responsible for obtaining all necessary permits from the Army Corps of Engineers (ACOE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CA DFW). The consultant will also be responsible for consulting and gathering concurrence from the U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) if necessary. Permit fees are considered a reimbursable expense to the Consultant.

Deliverable: Draft and Final Environmental Permit applications, Environmental permits from resource and regulatory agencies

### Task 4: Design and Engineering

#### A. 35% Design Package

Consultant shall prepare 35% PS&E, as appropriate, to demonstrate the design concept and prepare complete construction quantities and cost estimate. Upon completion of this task, the Consultant will recommend any further right of way acquisition if the design within the existing easement is infeasible, cost prohibitive, and/or has significant impacts on the environment.

Deliverables:

- 35% Plans
- 35% Specs
- 35% Construction Cost Estimate
- Recommendation for any further right of way acquisition

#### B. 65% Design Package

Consultant shall prepare 65% PS&E, as appropriate, to demonstrate the design concept and prepare a complete construction quantities and cost estimate.

Deliverables:

- 65% Plans
- 65% Specs
- 65% Construction Cost Estimate

#### C. Final Design Package (Plans, Specifications, and Estimate)

Consultant shall prepare a bid set including draft special provisions, a preliminary estimate of construction cost, existing utility plans, and any other plans deemed necessary to complete the bid set. Consultant shall prepare a Design report addressing, but not limited to, design standards, drainage, storm water quality/pollution control (including a SWPPP), access, and constructability.

- Submit 95% plans to the Department of the State Architect (DSA) for ADA concurrence
- If applicable, review and incorporate DSA's comments

- Submit 95% design package to MCOG for review
- Review MCOG comments in design review meetings with MCOG after each submittal
- Provide formal written responses to MCOG review comments
- Prepare a Construction Work Schedule

Bid Set will include, but is not limited to, the following requirements:

- Title Sheet: The Title Sheet and Location Map identify the project and show the location of the project within Mendocino County
- Typical Cross-Sections: This sheet shows Typical Cross-Sections for the trail based on the approved standard sections. Cross-sections shall include the designed pavement structural sections
- Horizontal Alignment (Layout Plans): These plans show the horizontal layout of the trail improvements on a topographical base
- Profiles: These plans will show the path along the control line based on existing field conditions
- Construction Details: These sheets will be used to illustrate in greater detail items which cannot adequately be show on the layouts
- Drainage Plans: Drainage Plan sheets will be prepared on duplicate skeletons of the layout plan sheets. Existing facilities will appear as dropouts in the background. Subsurface drainage and surface drainage will be shown on the same drainage plan sheets
- Existing Utility Plans: These plans show existing utility lines such as sanitary sewer, water, electrical (underground and overhead), gas, and telephone. They do not include existing drainage lines which are shown in the backgrounds for the drainage plans

Deliverables:

- 100% Plans – 2 full size sets and CAD files on CD
- 100% Specifications
- 100% Construction Cost Estimate
- Survey and Alignment Data Files

#### D. Boundary Survey

MCOG may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research
- Property and right of way mapping
- Preparation of right of way plats
- Completion of legal descriptions for property acquisition
- Completion of record of surveys

The section containing the project shall be surveyed to include the section corners, quarter corners, and any other monumented points that may affect the alignment of section lines.

#### E. Utility Coordination

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

All work under this task shall be compliant with the *Local Assistance Procedures Manual*, Chapter 14 and relevant portions of the *Right of Way Manual*.

The consultant will provide a list of the various utility companies with names of contacts and mailing addresses. If necessary, MCOG will send Utility Letters A, B, C, and D to the various utilities with appropriate 35%, 50%, 65%, and 100% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project and completion of the Caltrans Utility Information Sheet.

The consultant will prepare the Utility Conflict Map and the Caltrans Reports of Investigations.

The consultant will prepare the Caltrans Notices to Owners on MCOG letterhead and will send them to MCOG for printing, signature, and mailing.

If necessary, the consultant will also coordinate work with utilities and review facility relocation designs provided by the utility companies, including relocations schedules, to ensure they are consistent with the project design and proposed right of way.

Deliverable:

- Mailing list
- Utility Conflict Map in DWG and 11"x17" PDF formats
- Completed Caltrans Reports of Investigation
- Completed Caltrans Notices to Owners

#### F. Prepare Preliminary Right of Way

For preliminary right of way activities, certain data are needed to prepare on description for permanent right of way acquisition and on description for temporary right of away acquisition. The consultant will acquire all necessary title reports.

The consultant will make one trip to stake the corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet. Each flag set will be visible from each adjacent flag.

Deliverables:

- Prepare legal descriptions
- Prepare Right-of-Way plats
- Right-of-Way certification
- Stake Right-of-Way limits, easements, and lines
- Identify and coordinate any right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of Survey (following project construction)

## Task 5: Right of Way

### A. Right of Way

Consultant will be responsible for all real property appraisals, appraisal review, acquisitions, relocation services, and possible utility coordination.

Appraisal components include land value, severance values, and costs to cure. Expertise in the appraisal of agricultural, residential, and commercial properties will be required.

The consultant is expected to fully comply with all federal and state laws with regard to acquisitions for the project. The consultant shall provide MCOG with all written documentation as is required for federal and state funded projects.

Deliverables:

- One original of each deed recorded
- One copy of the file for each property
- One PDF of the file for each property

## **Phase II**

### Task 6: Management/Coordination

#### A. Project Development Team Meetings

Consultant shall participate in Project Development Team (PDT) meetings with MCOG and other agencies/organizations as may be necessary. In doing so, Consultant will represent the interest of MCOG with others. Monthly PDT meetings will be held as necessary throughout the term of the project. The purpose of these meetings will be to discuss work objectives, design issues, the work schedule and progress, terms of agreement, and other related issues, in order to resolve project related issues and maintain the progress of the project. As part of this task, the Consultant shall assist in preparation of the agenda, meeting summary, and action items.

Deliverable: Meeting Summary

### Task 7: Preliminary Coordination

#### A. Data Collection and Review

Consultant shall obtain and review available data and identify any additional information necessary to complete the engineering, design, and environmental efforts from MCOG, agencies, utilities, or organizations. Such information shall include, at minimum, the following:

- Aerial mapping and base maps
- Utility information
- Right of way information, including mapping
- Pertinent historical correspondence

## B. Surveying and Base Mapping

The Consultant shall perform additional topographical survey information as needed and identify any additional data required for final design.

Deliverables: Survey maps

## C. Geotechnical Field Investigation

The Consultant shall perform engineering analysis in order to provide adequate definition of potentially adverse geologic/geotechnical conditions accompanied by discussions regarding available mitigation options, as needed.

Deliverables: Geotechnical Report

## D. Right of Way and Utility Identification

Consultant is responsible for identifying any and all utilities within the project limits. Included in this task is the determination of location and depth of any high risk utilities. Any needed temporary construction easements shall be identified and mapped. If needed, Consultant shall arrange for title reports.

Deliverables: Utility Map

## Task 8: CEQA and Permitting

The scope is to include completion and preparation of environmental documentation in compliance with CEQA and technical studies. This work is to be initiated prior to the completion of the 35% plans and specs.

### A. Environmental Document

Consultant shall determine the appropriate level of CEQA needed for the development of a Class I trail within the existing right of way, or within the right of way recommended by Consultant in coordination with MCOG.

### B. Conduct Site Visits

As necessary, the wildlife biologist shall conduct a reconnaissance field study to document suitable habitat conditions for special-status species that have the potential to occur within the project area. The wildlife biologist will assess existing conditions and determine if the habitats within the adjacent to the project area have the potential to be occupied by these species. The results of the reconnaissance will be used to determine any appropriate measures for avoiding or minimizing impacts on special-status wildlife species.

Deliverable: California Natural Diversity Database List, USFWS & NMFS species lists

### C. Prepare Resource Mapping

All sensitive biological resources will be mapped and indicated on a GIS-compatible topographic map or aerial photograph of the site at a minimum scale of 1"=200' of the project site. Additional mapping may include but is not limited to:

- Prepare Area of Potential Effects Map: Prepare an Area of Potential Effects (APE) map for cultural resources that includes staging areas, right-of-way acquisition, and temporary construction easements. The map should be plotted on an aerial photograph or other base at a scale of approximately 1"=200' or greater. A maximum size of 11" x 17" is preferred, using multiple sheets as necessary for inclusion in required reports

Deliverable: Wetland delineation map (if needed), Biological Assessment, APE map, additional resource mapping if necessary.

#### D. Prepare Technical Studies

Consultant shall prepare technical studies relating to the alignment that may include, but is not limited to:

- Noise Study: Consultant shall prepare a technical memorandum addressing the impacts of construction traffic and construction noise. The evaluation should discuss the level and significance of potential impacts and explain the basis for conclusions. If necessary, the consultant should recommend measures that can be incorporated into the project so negative or adverse impacts are avoided
- Water Quality Technical Memorandum: Consultant shall prepare a technical memorandum describing existing water resources and project features that will protect such resources. This report should also discuss whether there will be a net increase of impervious surfaces from the project and to what extent this will affect water resources
- Conduct Cultural Resources Technical Studies: Consultant shall identify any and all cultural resources. If cultural resources are identified, consultant is responsible for determining mitigation measures. Coordinating consultation with Round Valley will be required and ongoing throughout the process as required under AB 52
- Location Hydraulic Study: Consultant shall prepare a hydraulic study, a Floodplain Evaluation Report may be necessary
- Initial Hazardous Waste Assessment: Consultant shall prepare a Phase I assessment for potential hazardous waste involvement
- Complete Biological Assessment: If federally listed species are determined to be present at the project site or have the potential to be impacted by the project, a Biological Assessment will be prepared. Essential Fish Habitat Assessment (as part of BA -if the trail crosses fish bearing channel) may be required
- Natural Environment Study (NES): Consultant shall prepare a NES that includes all impacts to various listed (federal and state) species, habitats and impacts to Migratory nesting birds, and a full wetland delineation

Deliverable: Technical Memorandums

#### E. Certify CEQA Document

Using the data, comments, and research document pursuant to the California Environmental Quality Act, a Notice of Determination (NOD) will be prepared for filing with the state clearinghouse. This task includes filing the NOD after MCOG reviews, comments, and approves the final draft, and the MCOG Board certifies the document. The fee for filing is a reimbursable expense.

Deliverable: Draft and Final CEQA document, filed Notice of Determination

#### F. Environmental Permitting

The Consultant will be responsible for obtaining all necessary permits from the Army Corps of Engineers (ACOE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CA DFW). The consultant will also be responsible for consulting and gathering concurrence from the U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) if necessary. Permit fees are considered a reimbursable expense to the Consultant.

Deliverable: Draft and Final Environmental Permit applications, Environmental permits from resource and regulatory agencies

### Task 9: Design and Engineering

#### A. 35% Design Package

Consultant shall prepare 35% PS&E, as appropriate, to demonstrate the design concept and prepare complete construction quantities and cost estimate. Upon completion of this task, the Consultant will recommend any further right of way acquisition if the design within the existing easement is infeasible, cost prohibitive, and/or has significant impacts on the environment.

Deliverables:

- 35% Plans
- 35% Specs
- 35% Construction Cost Estimate
- Recommendation for any further right of way acquisition

#### B. 65% Design Package

Consultant shall prepare 65% PS&E, as appropriate, to demonstrate the design concept and prepare a complete construction quantities and cost estimate.

Deliverables:

- 65% Plans
- 65% Specs
- 65% Construction Cost Estimate

### C. Final Design Package (Plans, Specifications, and Estimate)

Consultant shall prepare a bid set including draft special provisions, a preliminary estimate of construction cost, existing utility plans, and any other plans deemed necessary to complete the bid set. Consultant shall prepare a Design report addressing, but not limited to, design standards, drainage, storm water quality/pollution control (including a SWPPP), access, and constructability.

- Submit 95% plans to the Department of the State Architect (DSA) for ADA concurrence
- If applicable, review and incorporate DSA's comments
- Submit 95% design package to MCOG for review
- Review MCOG comments in design review meetings with MCOG after each submittal
- Provide formal written responses to MCOG review comments
- Prepare a Construction Work Schedule

Bid Set will include, but is not limited to, the following requirements:

- Title Sheet: The Title Sheet and Location Map identify the project and show the location of the project within Mendocino County
- Typical Cross-Sections: This sheet shows Typical Cross-Sections for the trail based on the approved standard sections. Cross-sections shall include the designed pavement structural sections
- Horizontal Alignment (Layout Plans): These plans show the horizontal layout of the trail improvements on a topographical base
- Profiles: These plans will show the path along the control line based on existing field conditions
- Construction Details: These sheets will be used to illustrate in greater detail items which cannot adequately be show on the layouts
- Drainage Plans: Drainage Plan sheets will be prepared on duplicate skeletons of the layout plan sheets. Existing facilities will appear as dropouts in the background Subsurface drainage and surface drainage will be shown on the same drainage plan sheets
- Existing Utility Plans: These plans show existing utility lines such as sanitary sewer, water, electrical (underground and overhead), gas, and telephone. They do not include existing drainage lines which are shown in the backgrounds for the drainage plans

Deliverables:

- 100% Plans – 2 full size sets and CAD files on CD
- 100% Specifications
- 100% Construction Cost Estimate
- Survey and Alignment Data Files

### D. Boundary Survey

MCOG may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research

- Property and right of way mapping
- Preparation of right of way plats
- Completion of legal descriptions for property acquisition
- Completion of record of surveys

The section containing the project shall be surveyed to include the section corners, quarter corners, and any other monumented points that may affect the alignment of section lines.

#### E. Utility Coordination

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

All work under this task shall be compliant with the *Local Assistance Procedures Manual*, Chapter 14 and relevant portions of the *Right of Way Manual*.

The consultant will provide a list of the various utility companies with names of contacts and mailing addresses. If necessary, MCOG will send Utility Letters A, B, C, and D to the various utilities with appropriate 35%, 50%, 65%, and 100% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project and completion of the Caltrans Utility Information Sheet.

The consultant will prepare the Utility Conflict Map and the Caltrans Reports of Investigations.

The consultant will prepare the Caltrans Notices to Owners on MCOG letterhead and will send them to MCOG for printing, signature, and mailing.

If necessary, the consultant will also coordinate work with utilities and review facility relocation designs provided by the utility companies, including relocations schedules, to ensure they are consistent with the project design and proposed right of way.

Deliverable:

- Mailing list
- Utility Conflict Map as a separate DWG file
- Utility Conflict Map as 11"x17" PDF files
- Completed Caltrans Reports of Investigation
- Completed Caltrans Notices to Owners

#### F. Prepare Preliminary Right of Way

For preliminary right of way activities, certain data are needed to prepare on description for permanent right of way acquisition and on description for temporary right of away acquisition. The consultant will acquire all necessary title reports.

The consultant will make one trip to stake the corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet. Each flag set will be visible from each adjacent flag.

## Deliverables

- Prepare legal descriptions
- Prepare Right-of-Way plats
- Right-of-Way certification
- Stake Right-of-Way limits, easements, and lines
- Identify and coordinate any right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of Survey (following project construction)

## Task 10: Right of Way

### A. Right of Way

Consultant will be responsible for all real property appraisals, appraisal review, acquisitions, relocation services, and possible utility coordination.

Appraisal components include land value, severance values, and costs to cure. Expertise in the appraisal of agricultural, residential, and commercial properties will be required.

The consultant is expected to fully comply with all federal and state laws with regard to acquisitions for the project. The consultant shall provide MCOG with all written documentation as is required for federal and state funded projects.

#### Deliverables:

- One original of each deed recorded
- One copy of the file for each property
- One PDF of the file for each property

## IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

### A. Identification of Prospective Consultant

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contract if further information is desired.

### B. Management

The prospective consultant shall designate by name the project manager to be assigned to this project. The selected consultant shall not cause the substitution of the project manager without prior written approval of the Mendocino Council of Governments.

### C. Personnel

The prospective consultant shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resumé for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The consultant shall not cause members of the project team to be substituted without prior written approval of the Mendocino Council of Governments.

### D. References

The prospective consultant shall provide names, addresses and telephone numbers for at least three clients for whom the prospective consultant has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

### E. Sub-consultants

If sub-consultants are to be used, the prospective consultant must submit a description of each person or firm and the work to be done by each sub-consultant. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed under this grant program.

### F. Methodology

The prospective consultant shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

**NOTE:** Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task. *(The reason for this task numbering requirement is that staff has found, when invoicing Caltrans grant projects, problems are minimized when the invoiced tasks match the task numbers in the approved grant.)*

### G. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverables.

## H. Budget

In a separate, sealed envelope, the proposed consultant shall submit their proposed fee schedule. The fee schedule shall be broken down by task, for the work to be performed. It shall itemize all items that will be charged to the project. Costs shall be shown to reflect fully-weighted hourly billing rates for all personnel, however, the methodology for calculating the fully-weighted rates must be shown (e.g. labor, overhead rate, fringe, etc.). Consultant mark-up on direct costs is not allowed under this grant program. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website: (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

The fee schedule will not be used during the consultant selection process, but may be used by the Mendocino Council of Governments during the negotiation process.

When invoicing, receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs. If sub-consultants are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime consultant.

## I. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

## V. CONSULTANT AWARD

### A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Mendocino Council of Governments may reject any proposal if it is conditional, incomplete, or contains irregularities. The Mendocino Council of Governments may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

### B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements, and will determine whether interviews will be needed. MCOG reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by responsiveness and comprehensiveness of the RFP response, qualifications of individuals or firm, successful experience and performance with similar projects, and proposal contents and methodology.

Scoring will be as follows:

• Responsiveness & Comprehensiveness of Proposal	(10 points maximum)
• Qualifications of Individual or Firm	(30 points maximum)
• Experience/Performance	(30 points maximum)
• Proposal Contents & Methodology	(30 points maximum)
<hr/>	
Total Points Possible	(100 points maximum)

### C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Council of Governments, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal. The contract will include all State requirements that "flow down" from the Caltrans grant. A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

## VI. GENERAL INFORMATION

### A. Proposal Submittal

Proposals must be received by no later than **3:00 p.m. on Friday, March 4, 2016**. Five (5) copies of the proposal shall be furnished. Proposals may be either mailed or hand delivered to:

Phillip J. Dow, Executive Director  
Mendocino Council of Governments  
367 North State Street, Suite 206  
Ukiah, CA 95482

### B. Late Submittals

A proposal is late if received at any time after **3:00 p.m. on March, March 4, 2016**. Postmarks will not suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

### C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

### D. Consultant Selection Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

Activity	Date
RFP Mail-out	Feb. 5, 2016
Written Question Submittal Deadline	Feb. 19, 2016
<b>Proposal Submittal Deadline</b>	<b>March 4, 2016 - 3:00 p.m.</b>
Review/Ranking of Proposals	March 7-11, 2016
Interviews (if needed)	March 14-18, 2016
Contractor Selection & Contract Award	March 21, 2016
Project Starting Date - Notice to Proceed	April. 4, 2016

### E. Work Schedule

The work schedule below shows the prerequisites for each task. Due to funding requirements, the consultant will not be paid for any work done on a particular task prior to the prerequisite being met. MCOG will notify the consultant when each prerequisite has been met and work can begin on the subsequent tasks.

Task(s)	Prerequisite	When
1,2,3	Contract Approval	April 2016
4,5	Completed CEQA document and CTC allocation	FY 17/18
6,7,8	CTC allocation	May 2016
9,10	Completed CEQA document and CTC allocation	FY 17/18

## **F. Property Rights**

Proposals received within the prescribed deadline become the property of the Mendocino Council of Governments and all rights to the contents therein become those of the Council.

## **G. Amendments to Request for Proposals**

The Mendocino Council of Governments reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on MCOG's website <http://www.mendocinocog.org/>.

## **H. Funding**

Funding for this project is provided through the Active Transportation Program (State-only funds).

## **I. Non-commitment of the Mendocino Council of Governments**

This Request for Proposals does not commit the Mendocino Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The Mendocino Council of Governments reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Council to do so.

## **J. Questions**

Questions regarding this Request for Proposals will only be accepted in writing (Correspondence, E-mail or FAX is acceptable). Written questions should include the individual's name, the name of the firm, address, telephone number, and e-mail address.

Questions must be submitted no later than **February 19, 2016**, to:

James Sookne, Project Manager  
Mendocino Council of Governments  
367 North State Street, Suite 206  
Ukiah, CA 95482  
FAX (707) 463-1859  
Email: sooknej@dow-associates.com

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on MCOG's website <http://www.mendocinocog.org/>.

## **K. Affirmative Action**

Prospective consultants should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Council of Governments.

## **L. Protest Procedures and Dispute Resolution Process**

The Mendocino Council of Government's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process. (**See attached Exhibit 2 – Protest Procedures and Dispute Resolution Process.**)

# MENDOCINO COUNCIL OF GOVERNMENTS

## PROFESSIONAL SERVICES AGREEMENT

[Project Name]

This Professional Services Agreement ("Agreement") is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as "Consultant."

### RECITALS:

MCOG may retain independent contractors to perform special, technical, expert, or professional services. **Consultant** is equipped, staffed, licensed, and prepared to provide such services.

MCOG is lead agency for the [Project Name], hereinafter referred to as the "**Project**," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "**State**." MCOG shall be responsible to **State** for the successful completion of this **Project**, as authorized by resolution of MCOG's Board of Directors.

All services performed by MCOG, **Consultant** and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

MCOG and **Consultant** agree as follows:

### 1. WORK TO BE PERFORMED

**Consultant** agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of MCOG and **Consultant**. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG's Request for Proposals dated \_\_\_\_\_, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J  
- Standard Contract Provisions for Sub-consultant/DBE Participation.

**Consultant** agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in

size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

## 2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$[contract amount] This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

**MCOG** shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

## 3. INVOICES AND DISBURSEMENT

**MCOG** will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

**MCOG** shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

**MCOG** shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with **MCOG's** prior written approval.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If **MCOG** substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both **MCOG** and **Consultant**.

#### 4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to **MCOG**. **MCOG** will provide **Consultant** with guidance on acceptable formats. **Consultant** shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by **MCOG**. **Consultant** shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

#### 5. SERVICES OF MCOG

**MCOG** shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. **MCOG** shall provide program guidance and appropriate monitoring of work task performance under this Agreement. **MCOG** shall place at the disposal of **Consultant** all available information pertinent to the project. **MCOG** will examine all studies, reports, or other submittals from **Consultant** and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

#### 6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by **MCOG** as specified under Section 11 below.

All work by **Consultant** shall be completed and all deliverables submitted to and in the possession of **MCOG** by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by **MCOG**. **Consultant** shall not be held responsible for delays caused by circumstances beyond its control.

**Consultant** acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

#### 7. PROJECT INSPECTION AND ACCOUNTING RECORDS

**Consultant** agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain

accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

#### 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG and State**.

**Consultant** is advised that Government Code Section 7550 states in part, “*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.*”

[Opt.: “**MCOG shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and MCOG shall be exempt from any extra charge or license fee imposed by Consultant for such use, unless specifically identified in the proposal.**”]

#### 9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may

sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

#### 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

**Consultant** shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

**MCOG** shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

#### 11. INSURANCE

**Consultant**, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by another independent contractor, or by anyone directly or indirectly employed by either of them.

**Consultant** shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000  
Each Occurrence and Vehicle/Property Damage - \$250,000  
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property  
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily  
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits  
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

**Consultant** shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

**Consultant** shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

## 12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

**MCOG** relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

**Consultant** will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

### 13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG, Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG, Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG, Consultant** and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG, Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG, Consultant** and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. **MCOG, Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code

section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

**MCOG, Consultant** and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

#### 14. COMPLIANCE

**Consultant**, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

#### 15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

## 16. FINANCIAL INTEREST

**Consultant** covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

## 17. SUCCESSOR AND ASSIGNMENTS

**MCOG** and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

## 18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, addressed to the parties as follows:

Phillip J. Dow, Executive Director  
Mendocino Council of Governments  
367 N. State St., Suite 206  
Ukiah, CA 95482

[Consultant Name, Title]  
[Consultant Company Name]  
[Address]  
[City, State, Zip]

## 19. VENUE

The venue for this agreement shall be Mendocino County, California.

## 20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

---

Phillip J. Dow, Executive Director  
Mendocino Council of Governments

---

[Name, Title]  
[Consultant Company Name]

Federal ID No.: \_\_\_\_\_

## Mendocino Council of Governments

### Protest Procedures & Dispute Resolution Process

#### I. Protest Procedures

I1. Purpose: The purpose of these procedures is to set forth the procedures to be utilized by the Mendocino Council of Governments (MCOG) in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

I2. General: In order for a bid protest to be considered by MCOG, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by MCOG, and will be returned to the submitting party without any further action by MCOG.

I3. Definitions: For purposes of these Bid Protest Procedures:

(1) The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).

(2) The term "contract" means that document to be entered into between MCOG and the successful bidder and offeror.

(3) The term "days" refers to normal business days of MCOG staff offices.

(4) The term "interested party" means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.

(5) The term "solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

I4. Grounds for Protest: Any interested party may file a bid protest with MCOG on the grounds that:

(1) MCOG has failed to comply with applicable Federal or State Law;

(2) MCOG has failed to comply with its procurement procedures;

(3) MCOG has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;

(4) MCOG has issued restrictive or discriminatory specifications; or,

(5) Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

15. Contents of Protest:

(1) A bid protest must be filed in writing and must include:

- a. The name and address of the protestor.
- b. The name and number (if available) of the procurement solicitation.
- c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of MCOG procurement procedures, or specific term of the solicitation alleged to have been violated.
- d. Any relevant supporting documentation the protesting party desires MCOG to consider in making its decision.
- e. The desired relief, action, or ruling sought by the protestor.

(2) Protests must be filed with:

Executive Director  
Mendocino Council of Governments  
367 N. State Street, Suite 206  
Ukiah, CA 95482

(3) All protests must be received at the MCOG address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time.

(4) If any of the information required by this section is omitted or incomplete, MCOG will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

16. Timing Requirements and Categories of Protests: MCOG will consider the following categories of bid protests within the time period set forth in each category:

(1) Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by MCOG. Any protest based on such grounds not filed within this period will not be considered by MCOG. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

(2) Any bid protests regarding the evaluation of bids or proposals by MCOG, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MCOG no later than 72 hours after the protestor's receipt of MCOG's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by MCOG.

17. Review of Protest by MCOG:

(1) MCOG will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.

(2) In the notification, MCOG will inform the protestor of any additional information required for evaluation of the protest by MCOG, and set a time deadline for submittal of such information. If MCOG requests additional information, and it is not submitted by the stated deadline, MCOG may either review the protest on the information before it, or decline to take further action on the protest

(3) In its sole discretion, MCOG may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to MCOG relative to the merits of the bid protest. MCOG will set a time deadline for the submittal of such comments, which will be no less than 5 days after MCOG provides notification of the protest.

(4) In its sole discretion, MCOG may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by MCOG in deciding the bid protest if it is submitted to MCOG in writing within 3 days after the conference.

18. Effects of Protest on Procurement Actions:

(1) Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, MCOG will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless MCOG determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

(2) Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, MCOG will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

(3) Notwithstanding the pendency of a bid protest, MCOG reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- a. Where the item to be procured is urgently required;
- b. Where MCOG determines, in writing, that the protest is vexatious or frivolous;
- c. Where delivery or performance will be unduly delayed, or other undue harm to MCOG will occur, by failure to make the award promptly; or,
- d. Where MCOG determines that proceeding with the procurement is otherwise in the public interest.

I9. Summary Dismissal of Protests: MCOG reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by MCOG in a previous bid protest by any interested party in the same solicitation or procurement action.

I10. Protest Decisions:

(1) After review of a bid protest, the Procurement Officer shall make a recommendation to the Executive Director of the appropriate disposition of such protest.

(2) The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and MCOG's own investigation and analysis.

(3) If the protest is upheld, MCOG will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or MCOG's determination, or termination of the contract.

(4) If the protest is denied, MCOG will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

I11. Judicial Appeals: A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California located in the county of Mendocino.

*October 1, 2014*