

**COUNTY OF TRINITY
DEPARTMENT OF TRANSPORTATION**



Request for Qualifications
For

County Surveyor Services

Date Issued: March 4, 2022

QUALIFICATION Submission Deadline:

Date: March 25, 2022, 5:00p.m. Pacific Time

Mail PROPOSAL To:

Trinity County Department of Transportation
P.O. Box 2490
Weaverville, CA 96093

Or

Hand Deliver Qualification Submittal To:

Trinity County Department of Transportation
31301 State Highway 3
Weaverville, CA 96093

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1. SUMMARY

Trinity County, hereinafter collectively referred to as “County,” is requesting qualification submittals from all interested providers for an individual or consulting firm to provide County Surveyor Services. The County intends to enter into a single contract, exclusively for County Surveyor work, for a total amount not to exceed \$250,000.

The term “offeror” as used herein shall refer to individuals or firms submitting a qualification submittal in response to this Request for Qualifications (RFQ). The term “Consultant” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFQ.

Offerors are required to be duly licensed to perform land surveying services in the State of California. An electronic copy of this RFQ may be downloaded from <https://www.trinitycounty.org/Engineering-Current-Projects>

Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to tcdot@trinitycounty.org indicating “County Surveyor Services” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-623-1365.

Each qualification submittal received in response to this RFQ will be evaluated on the criteria described herein.

All responses must be sealed, clearly marked “SUBMITTAL OF QUALIFICATION – County Surveyor Services” and must include all elements described in the QUALIFICATION CONTENT AND FORMAT REQUIREMENTS section of this RFQ. One original and three (3) copies of the submittal must be delivered to the location listed on page one (1) of this RFQ before the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFQ. The County will not be responsible for a submittal delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission. *Please note the USPS and some other carriers do not guarantee overnight delivery to Trinity County.*

Questions or requests for clarification of this Request for Qualifications must be submitted in writing no later than the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFQ. Responses to questions will be published in an addendum after the questions submittal deadline has passed. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

Any amendment or addendum to this RFQ is valid only if in writing and issued by the County of Trinity Department of Transportation.

2. CONTRACT AWARD AND PROJECT SCHEDULE

| | |
|----------------------------------|-------------------------------------|
| Publish RFQ | Friday March 4, 2022 |
| Deadline for Questions | Friday, March 18, 2022 at 5:00 p.m. |
| Qualification Submittal Deadline | Friday, March 25, 2022 at 5:00 p.m. |
| Contract Approval (tentative) | Tuesday, April 19th, 2022 |
| Services to Begin (tentative) | April 19 th , 2022 |

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Consultant(s) will be required to assume full responsibility for all services and activities offered in its/their submittal(s), whether or not provided directly. Further, the County will consider the selected Consultant(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract(s).
- 3.2. Assurance: Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 3.4. Trinity County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.5. Costs will not be considered in evaluating the qualifications submittal. Hourly charge-out rate must be enclosed in a separate sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified vendor based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected vendor, the County will cease negotiations and begin negotiations with the next highest rated vendor from the qualifications evaluation.
- 3.6. Trinity County reserves the right to:
 - Request clarification of any submitted information;
 - Set aside a submittal for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFQ in the future.
- 3.7. Qualified vendors must be prepared to enter into the County's Personal Service Contract, a sample of which is attached as Attachment A to this RFQ. The County intends to enter into one contract. Please review the details of Attachment A carefully. By reference, these incorporate many standards, terms and conditions required as part of this RFQ. The County intends to award the contract substantially in the form of the sample agreement to the selected vendor. Portions of this RFQ and the vendor's submittal may be made part of any resultant contract and incorporated in the contract.

- 3.8. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Trinity as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and Professional Liability insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.9. The County of Trinity encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.10. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the submittal evaluation effort or post- award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the submittal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its submittal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the submittal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the submittal as possible.
- 3.11. Filing of a protest in connection with RFQ requirements or contract award must follow the procedures outlined in Attachment C: Protest Procedures.

4. BACKGROUND

The purpose of this process is to establish a County Surveyor Services agreement. The agreement would be a 5 year agreement to perform County Surveyor work on an as-needed basis. The contract for County Surveyor work will require appointment as County Surveyor by the Trinity County Board of Supervisors and will include checking of maps, legal descriptions and other documents for technical accuracy and conformance with County Codes, and the Subdivision Map Act.

5. DESCRIPTION OF WORK TO BE DONE BY TRINITY COUNTY DEPARTMENT OF TRANSPORTATION

The County will provide a Project Manager responsible for general project oversight. The Project Engineer will provide coordination with the Consultant, other County departments and the public.

The Department will also assist in obtaining record of survey maps, deeds, title reports and other recorded documents on a case-by-case basis. Limited project staffing may require the selected consultant to obtain these documents.

Trinity County will provide temporary rights-of-way, encroachment permits and/or permission to access private property as necessary.

6. DESCRIPTION OF SERVICES REQUIRED

The successful prime survey consultants will be expected to provide a California Licensed Professional Land Surveyor(s) qualified to perform or oversee survey services requested by the County. It is expected that the personnel identified in your qualifications submittal be available for task assignments when requested.

Services for the Trinity County Office of County Surveyor include, but are not limited to, checking the following for technical accuracy, conformance with County Code, and conformance with the Subdivision Map Act:

- Preliminary, tentative and final subdivision / parcel maps; and
- Lot line adjustments and mergers; and
- Certificates of Compliance; and
- Records of Survey; and
- Corner Records

In order to prevent a conflict of interest, the provider of County Surveyor services will not perform work for other clients within Trinity County, if that work must be submitted to the County Surveyor's office for review. Acknowledgement and agreement to this requirement must be included in the submittal. A statement to this effect will be included in the Contract documents.

7. CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit an original plus three (3) copies of their qualification submittals to one of the locations listed on page 1 of this RFQ. Submittals should be kept to 35 pages or less if possible. Exhibit 10-H2 included in Attachment D to this RFQ does not need to be included in your submittal; it is included in this RFQ for informational purposes, as an example of a fee schedule format recommended for use in the contract with the successful offeror. Alternative fee schedule formats are also acceptable and will be considered for use in the contract.

Qualification Submittals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

7.1. Cover Sheet (Attachment B)

The cover sheet **MUST** be signed by an owner, corporate officer, or agent authorized by the Contractor. Failure to include the cover sheet in **EACH** submittal may disqualify the consultant from the selection process.

7.2. Introductory Letter

Identify the office location or locations where the consultant and any sub-consultants will accomplish the work. Indicate the name of the firm submitting the submittal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should also contain an expression of the consultant's interest in the work, a brief summary statement regarding the qualifications of the consultant to do the work, and a brief summary of any information about the project team or the consultant that may be useful or informative to the County.

7.3. Qualifications and Experience

Describe how the team will be organized, and provide a hierarchal organizational chart showing the duties and structure of your team. Discuss the qualifications and experience of the firm, project manager, key personnel and sub-consultants on similar projects. Resumes for key personnel must be included. Specific experience with City, County, State or Federal projects and procedures should also be included.

NOTE: The County must approve any change in key personnel after the award of a contract before the change is made.

7.4. Approach to Projects

Describe and define in a specific, concise, and straightforward manner, the proposed approach to delivering the surveying services described in this Request for Qualifications. The consultant's approach for ensuring communication with County staff is adequate and timely, and submittals are complete and on time should also be discussed. Describe issues which have arisen on previous similar projects and how the consultant addressed those issues.

7.5. Supporting Information

Supporting information may include graphs, charts, photos, resumes, references, etc., and is to the consultant's complete discretion.

7.6. Applicable References

This section should describe work which is similar in scope and complexity to the surveying services projected in this RFQ and which the consulting team has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. This section should also include a summary table showing the following information:

- Name of project, construction cost, and date services were provided
- Names of project manager and key team personnel
- Scope of the team's assignment on the project
- Name, address and current phone number of the agency project manager

NOTE: A minimum of three references are required for the prime consultant and any sub-consultants on the project team. Each may be contacted by County staff. References with incorrect contact information will not count toward the required minimum.

7.7. Cost Information

Please provide in a separate sealed envelope labeled "Pricing Information" for your hourly rates for performing the requested services. Pricing information may be formatted as shown in Exhibit 10-H attached to this RFQ, but alternative rate formats are acceptable. Method of payment shall be specific rates of compensation. This information will not be considered in the evaluation of the submittals.

8. SELECTION PROCEDURES

Qualification Submittals will be evaluated by a Selection Committee using the following evaluation criteria:

| CRITERIA | MAX POINTS |
|--|------------|
| Understanding of the work to be done | 25 |
| Experience with similar kinds of work | 20 |
| Quality of staff for work to be done | 20 |
| Familiarity with County and State Regulations Related to Surveying | 15 |
| Financial responsibility | 10 |
| Demonstrated Availability of Staff | 10 |
| TOTAL | 100 |

* Failure to include the Cover Sheet may disqualify the consultant from the selection process.

After an initial review and evaluation of each of the qualification submittals, the offerors submitting the most highly ranked submittal may be invited for interviews prior to final selection, to further elaborate on their submittal. The County reserves the right to award a contract without holding interviews, in the event the written submittals provide a clear preference on the basis of the criteria described.

When the most qualified offeror has been determined, the sealed pricing information for only that offeror will be unsealed and the County will enter into negotiations with that offeror. In the event that the County is unable to successfully negotiate contracts with that offeror, then the pricing information for the next most qualified offeror will be unsealed, and so on until a contract is successfully negotiated.

The Consultant selected will be required to accept the County's standard contract, a sample of which is included as Attachment A to this RFQ, and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Trinity is in effect until both parties have signed a contract.

9. INQUIRIES

Direct all inquiries regarding the qualification submittal process or submittal requirements to:

Trinity County Department of Transportation
 P.O. Box 2490
 Weaverville, CA 96093

Andrew Pence
 Senior Engineer
 (530) 623-1365 ext. 3414

ATTACHMENT A:
PERSONAL SERVICES
CONTRACT
(SAMPLE – COUNTY SURVEYOR CONTRACT)

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
[CONTRACTOR]**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 2022, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation]** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Professional Land Surveying services as described in Exhibit "A"; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$250,000, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box **2490**
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box **2490**
Weaverville, CA 96093

- C. The Contractor shall be required to carry professional coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or

expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
 - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.

- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. SEVERABILITY: If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

| Exhibit Designation | Exhibit Title |
|----------------------------|---|
| Exhibit A | Services to be provided by Contractor |
| Exhibit B | Compensation or Fees to be Paid to Contractor |

- XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.
- XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to

service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

***Trinity County Department of Transportation
PO Box 2490
Weaverville, CA 96093
(530) 623-1365
tcdot@trinitycounty.org***

If to Contractor:

***[CONTACT NAME]
[NAME OF BUSINESS/CONTRACTOR]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]***

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

By: _____
Shelly Nelson, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

If the following is not considered to be adequate, proposer shall provide suggested scope of work in the statement of qualification, which should include wording similar to the following:

Land Surveying services will be provided by a California licensed Land Surveyor, who shall be appointed by the Trinity County Board of Supervisors as the Trinity County Surveyor prior to signing any documents as the County Surveyor. Appointee shall review Subdivision Maps, Parcel Maps, Record of Survey Maps, Lot Line Adjustments, Corner records and other documents requiring the approval of the County Surveyor for technical accuracy and conformance with the California Subdivision Map Act, the Professional Land Surveyors' Act and any other applicable statute. Approved maps and documents shall be signed and stamped by the County Surveyor. The appointed County Surveyor will also perform other duties as assigned.

Appointee shall coordinate services with the Trinity County Director of Transportation or his designated contract administrator.

The contract will be for an indefinite scope with a fixed rate of cost up to the maximum amount of the contract.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

This page to include selected consultant fee schedule.

ATTACHMENT B: COVER SHEET

| | |
|--|--|
| Name of Person, Business or Organization: | |
| Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency) | |
| Federal Tax ID Number: | |
| Contact Person – Name | |
| Contact Person – Address | |
| Contact Person – Phone Number (s) | |
| Contact Person – e-mail address | |

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Trinity, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT C: PROTEST PROCEDURES

**Trinity County Department of Transportation
Protest Procedures for Request for Proposals (RFQ)**

I. Who May File the Protest. An offeror or prospective offeror or prospective contractor who is aggrieved in connection with the request for proposals (RFQ) or award of the contract may file a protest. No protest may be filed if the request for proposals (RFQ) is cancelled or if all proposals received in response to the RFQ are rejected.

II. Place for Filing. A protest must be filed with the Trinity County Department of Transportation (Department) at the address listed in the RFQ.

III. Time for Filing.

A. A prospective offeror who is considering filing a proposal must file the protest within seven (7) days after the prospective offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified in the RFQ.

B. A protest filed by an offeror who submits a proposal must be filed within seven (7) days after the protesting offeror knew or should have known of the facts giving rise to the protest, but in no event may an offeror file a protest later than seven (7) days after the date that the notice of intent to award the contract is posted on the Department website.

C. The date of filing is the date of receipt of the protest.

IV. Contents of Protest.

A. A protest must be in writing.

B. A protest shall state all grounds upon which the protesting party asserts the RFQ or contractor selection was improper.

C. The protesting party may submit with the protest any documents or information it deems relevant.

V. Notice of Protest.

A. The Department will notify the successful offeror of the protest if contractor selection has already been made.

B. If the Department receives the protest before selection, and it determines that substantial issues are raised by the protest, the Department will notify all offerors who appear to have a substantial and reasonable prospect of selection.

C. Any offeror notified of a protest pursuant to this Section V. may file its agreement/disagreement with the Department within the time period specified in the acknowledgement of protest letter sent by the Department.

VI. Stay of Procurement.

A. The Department head or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.

B. The Department shall not proceed further with the RFQ unless the Department head or designee, makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Department.

VII. Response and Reply.

A. Within 15 days of receipt of the protest, the Department will submit to the protesting party a response to the protest.

B. The protesting party may file a reply to the Department's response within ten days of the date of the response.

VIII. Procedures.

A. The Department head or designee shall review the protest and any response or reply.

B. The Department head or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.

IX. Determination. The Department head or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

A. State the reason for the decision, and

B. If the determination is a denial of the protest, inform the protesting contractor of its right to file a protest with the Federal Highway Administration per 49 CFR 18.36(b)(12).

The Department head or designee shall send a copy of the determination to the protesting party and any other person determined by the Department head or designee to be affected by the determination.

**ATTACHMENT D:
REFERENCED EXHIBITS**

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

| | | | |
|-----------------------|---|---|-------------------|
| For Combined Rate | Fringe Benefit % + General & Administrative % | = | Combined ICR% |
| OR | | | |
| For Home Office Rate | Fringe Benefit % + General & Administrative % | = | Home Office ICR% |
| For Field Office Rate | Fringe Benefit % + General & Administrative % | = | Field Office ICR% |
| Fee | | | = % |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective Date of Hourly Rate | | Actual or Avg. Hourly Rate ⁴ | % or \$ Increase | Hourly Range - for Classifications Only |
|--|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|
| | Straight ³ | OT(1.5x) | OT(2x) | From | To | | | |
| John Doe – Project Manager * Civil Engineer II | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Sue Jones – Construction Engineer/Inspector Engineer I | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Buddy Black – Claims Engineer Engineer III | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | Not Applicable |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | |
| Land Surveyor ** | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | \$00 - \$00 |
| Technician | \$0.00 | \$0.00 | \$0.00 | 01/01/2016 | 12/31/2016 | \$0.00 | | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2017 | 12/31/2017 | \$0.00 | 0.0% | \$00 - \$00 |
| | \$0.00 | \$0.00 | \$0.00 | 01/01/2018 | 12/31/2018 | \$0.00 | 0.0% | \$00 - \$00 |

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) | | | | |
|--|-----------------|-------------|------------------|--------------|
| Description of Item | Quantity | Unit | Unit Cost | Total |
| Mileage Costs | | | \$ | \$ |
| Equipment Rental and Supplies | | | \$ | \$ |
| Permit Fees | | | \$ | \$ |
| Plan Sheets | | | \$ | \$ |
| Test | | | \$ | \$ |
| Vehicle | | | \$ | \$ |
| Subconsultant 1: | | | | \$ |
| Subconsultant 2: | | | | \$ |
| Subconsultant 3: | | | | \$ |
| Subconsultant 4: | | | | \$ |
| Subconsultant 5: | | | | \$ |

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.