

**DEADLINE FOR PROPOSAL ACCEPTANCE:  
11:00 AM, FEBRUARY 27, 2013**

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## **REQUEST FOR PROPOSALS**

### **PARCEL FEE NEXUS STUDY INTEGRATED WASTE MANAGEMENT PROGRAM**

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## **CALAVERAS COUNTY PUBLIC WORKS**

891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249  
209.754.6401



Tom Garcia, PE, Director  
January 30, 2013

Questions regarding this RFP should be directed to:

CYNTHIA KNAPP, INTEGRATED WASTE MANAGER  
CALAVERAS COUNTY PUBLIC WORKS  
891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249  
(209) 754-2819  
[CKNAPP@CO.CALAVERAS.CA.US](mailto:CKNAPP@CO.CALAVERAS.CA.US)

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# REQUEST FOR PROPOSAL

## PARCEL FEE NEXUS STUDY INTEGRATED WASTE MANAGEMENT PROGRAM

### SECTION 1 INTRODUCTION

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#### 1.1 SOLICITATION FOR CONSULTING FIRM

With the release of this Request for Proposal (RFP), the County is initiating the selection process for securing a qualified consulting firm (Consultant) to complete a nexus study that will support an increase of the existing property-related fee that funds Integrated Waste Management (IWM) in Calaveras County consistent with Propositions 218 and 26. By this RFP, the County is soliciting technical and cost proposals from qualified consultants for the requested services. This RFP provides an overview of the countywide integrated waste management programs and existing property-related fee, requested services, consultant selection process, and submittal requirements.

The RFP is posted on the County's website, which can be found via the following link: <http://www.co.calaveras.ca.us/cc/Departments/PublicWorks.aspx>. Addenda, updates and notices that may be released will be posted as they may be issued. You are advised to check the website periodically to identify new information that may have become available.

#### 1.2 CONTRACT ADMINISTRATION

The County's Contract Administrator assigned to this project is Cynthia Knapp, or her designee. She is the primary contact for all firms interested in this solicitation and will be the primary contact for the selected firm. Questions regarding the RFP must be delivered by e-mail or other form of written correspondence to the Contract Administrator. To be given consideration, questions must be received by the Contract Administrator no later than four days (96 hours) before the proposal acceptance deadline. Responses, where required, will then be issued by addendum within two working days or in no case later than 48 hours before the proposal acceptance deadline. Correspondence regarding the RFP should be directed to:

**Cynthia Knapp, Integrated Waste Manager**  
**Calaveras County Public Works**  
**891 Mountain Ranch Road**  
**San Andreas, CA 95249**  
**(209) 754-2819**  
[CKnapp@co.calaveras.ca.us](mailto:CKnapp@co.calaveras.ca.us)

It shall be the responsibility of the prospective firms, prior to submitting their proposal, to check the website or contact the Contract Administrator by e-mail to determine if addenda have been issued and to acknowledge and incorporate them into their proposal. To request notification when new information or an addendum is issued, please verify that your contact information is accurately recorded in the “bidders list” that will be posted online for the Project.

## **SECTION 2 INTEGRATED WASTE MANAGEMENT**

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Integrated Waste Management in Calaveras County is the responsibility of the Calaveras County Regional Agency (Regional Agency), a joint powers authority formed between the County of Calaveras and the City of Angels. The governing body of the Regional Agency is the Calaveras County Board of Supervisors. Operational responsibility has been delegated to the Calaveras County Department of Public Works.

### **2.1 SUMMARY OF PROGRAMS**

Among other things, for Calaveras County Department of Public Works is engaged in the following activities, which as a whole, are recognized as “Integrated Waste Management” (“IWM”):

- Develops and implements the Countywide plan for integrated waste management;
- Owns and operates a solid waste landfill that meets current State and federal standards (i.e., Rock Creek Solid Waste Facility);
- Owns and operates a system of transfer stations that provide convenient locations for self-haul disposal of solid waste (i.e., Avery, Copperopolis, Paloma, Red Hill, San Andreas, and Wilseyville);
- Own and operates recycling and special waste drop-off centers at the transfer stations;
- Owns and operates yard and wood waste recycling centers that provide convenient locations for self-haul disposal of yard and wood waste;
- Owns and operates a permanent household hazardous waste collection facility that is open on a daily basis to residents or small businesses;<sup>1</sup>
- Organizes and manages operation of the annual household hazardous waste (HHW) collection events that are staged throughout the County;

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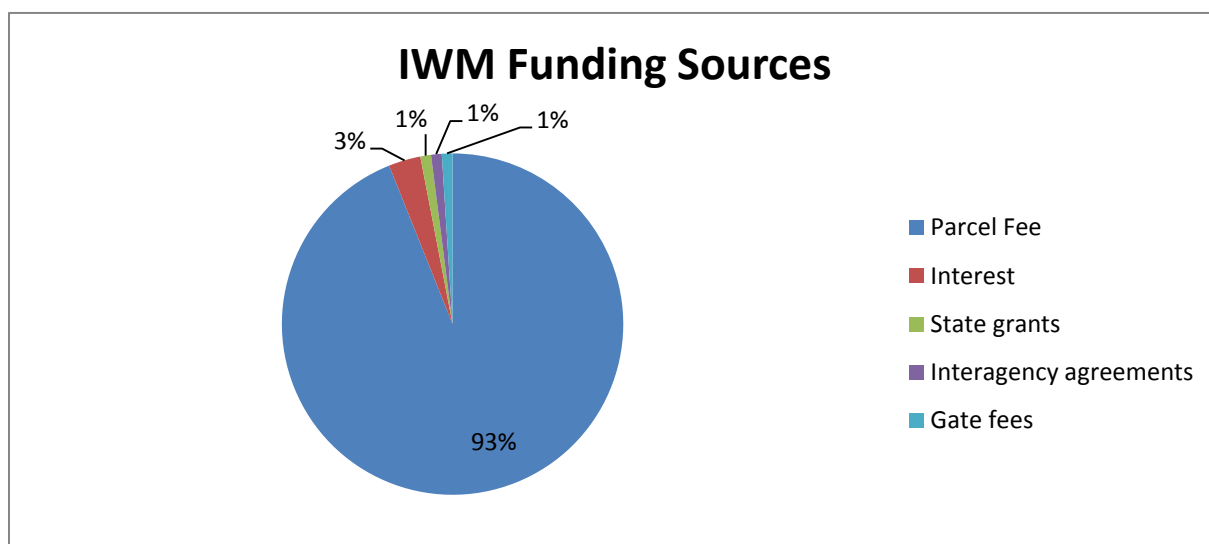
<sup>1</sup> Conditional exempt small quantity generator (CESQG)

- Organizes and coordinates a variety of recycling programs including used oil collection centers, yard and wood waste recycling centers, and Christmas tree and phone book recycling events;
- Monitors and maintains the closed and legacy disposal facilities (i.e., Red Hill Landfill and seven other closed dump sites);
- Issues and administers hauling permits for all privately-owned garbage collection companies operating in the County;
- Manages funds to finance ongoing long-term operation of IWM programs;
- Pays State permit fees and disposal taxes;
- Maintains sufficient reserves to assure closure, postclosure maintenance and corrective action at regulated facilities as required by State and federal standards; and
- Tracks and maintains records of disposal and recycling in the County.

All of the cited programs are immediately available to owners of developed property in Calaveras County at no additional cost to the user. In addition to IWM programs cited above, Department revenues fund the “Local Enforcement Agency” (“LEA”).

## 2.2 PROGRAM FUNDING

Funding for the IWM programs comes primarily through the solid waste parcel fee (93%) that is assessed on every developed property within the County. Additional funding comes from interest income (3%), State grants (1%), interagency agreements (Alpine County – 1%), and gate fees for select materials (1%).



## 2.2.1 Parcel Fee

Unlike most jurisdictions, Calaveras County depends on a solid waste parcel fee structure to generate the vast majority of revenue needed to operate the County's IWM programs. This fee is applied to all improved parcels within the County and the fee amount is based on the volume of garbage generated by specific land uses relative to a "residential equivalent" ("RE"). The RE was established by Board Resolution as the amount of solid waste generated by a single-family residence. At that time, the RE was set at 15.05 cubic yards (loose) of solid waste or roughly two 30-gallon cans of garbage per week. Using the RE as the basis, all other occupancies and land uses were assessed an amount that was proportional to their waste disposal and measured relative to the RE. Under the parcel fee structure, property owners may, with a few exceptions, dispose of all waste that is typically generated from their designated land use without paying a disposal fee.

Consistent with statutory procedures, the Board of Supervisors establishes the amount of the solid parcel fee each year by Resolution. In 1989, the Board of Supervisors increased the residential parcel fee equivalent from \$70 to \$140 per year. The increased parcel fee was needed to make annual loan payments while providing sufficient revenue to maintain day-to-day IWM operations. At that time, a new landfill was constructed, Rock Creek Solid Waste Facility, a solid waste disposal operations were terminated at the Red Hill Landfill. Two years later, in 1991, the parcel fee was increased by \$10 and the Board directed that revenues from this \$10 increase be set aside for the implementation of recycling programs needed to comply with State-mandated waste diversion goals (AB 939). Reflecting passage of Proposition 218, the solid waste parcel fee structure was updated and codified in 1999.

**TABLE 1 - PARCEL FEE HISTORY**

Year	Action	Purpose
1976	Resolution 76-140	Instituted Parcel fee using RE model and fee of \$28 per RE
1986	Resolution 86-270	Established residential equivalent of 15.05 cubic yards per year
1989	Resolution 89-	Increased fee from \$70 to \$140 per RE
1991	Resolution 91-301	Increased fee from \$140 to \$150 per RE
1997	County Ordinance 2510	Codified existing parcel fee structure consistent with Proposition 218
2009	Study Session	Reviewed Integrated Waste Management Funding

Additional and more detailed information may be found by review of the reference documents cited in Section 2.3.



## 2.2.2 Fund Balance

By recent accounting, an estimated 30,946 REs are assessed annually on developed residential (25,237 parcels) and commercial properties (5,709 RE), yielding annual revenues exceeding \$4.6 million at the current parcel fee rate of \$150 per RE. For each of the past five years, annual expenditures for IWM programs have exceeded \$5 million. Transfers from the capital improvement program fund have been used to cover the operating deficit, while the County has implemented all feasible cost saving measures. During this period, the balance in the capital improvement program fund has declined to a level at which sufficient funds may not be available to maintain adequate landfill capacity for the foreseeable future. As the current financial trend is not sustainable, the County is pursuing an increase in the parcel fee revenue.

## 2.3 REFERENCE DOCUMENTS

Additional and more detailed information may be found by review of the reference documents, which are available for review and may be found via the following link: <http://www.co.calaveras.ca.us/cc/Departments/PublicWorks.aspx>

- Calaveras County Ordinance 2510 (1991).
- Countywide Integrated Waste Management Plan (CIWMP, 1991).
- Joint Technical Document, Rock Creek Solid Waste Facility (JTD, 2005).
- Staff Report for Calaveras County Board of Supervisor Study Session dated March 17, 2009.
- CalRecycle 30-Day Notice of Intent to Issue Calaveras County Regional Agency a Compliance Order for Failure to Adequately Implement its Source Reduction and Recycling Element and Meet the Fifty Percent Diversion Requirement dated July 17, 2012.

## SECTION 3 SERVICES TO BE PROVIDED BY THE CONSULTANT

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It is anticipated that the Consultant selected for this project will be responsible for all aspects of project delivery. The scope of this project includes those services necessary to complete the nexus study consistent with the following project goals:

- Perform decisive pro-active management and coordination including purposeful communication, on-time project delivery, and thorough quality control and assurance;
- Provide sound and compelling solutions to expedite decisions and approvals;
- Forge agency and community consensus; and
- Satisfy critical needs and preserve opportunities.

The selected Consultant will work closely with the Contract Administrator and shall be responsible to insure the timely delivery of the project that meets the identified goals of the County.

### 3.1 PRIMARY TASKS

The following primary tasks are identified as a minimum to achieve the above-cited objectives for completing the nexus study:

- Review current IWM status and formulate a project plan for completing nexus study based on either updating current parcel fee structure based on the residential equivalent or developing an alternative funding strategy
- Determine long-term IWM funding needs
  - Review and validate IWM programs and projected operating costs
  - Review and validate capital improvement program and cost estimates
- Estimate waste generation associated with and to be defined as the “residential equivalent” (“RE”)
- Develop RE factors for various land use classifications and occupancies to allow ready application to all existing non-residential land uses in the County
- Determine total number of REs
- Calculate fee on a “per RE” basis
- Publish technical report that documents the nexus study and provides supporting information appropriate for legally defending the proposed property-related fee. Specifically, the Technical Report shall clearly demonstrate how the substantive requirements of Article 13D, Section 6 of the California Constitution have been satisfied. The Technical Report shall include copies of all assumptions, data, models, and other materials used in the analysis and will be included as a set of appendices.
- Develop County Ordinance for increasing the property-related fee in conformance with State law and commit the County to annual review of the fees and an accounting of how fee revenues have been appropriated and expended
- Develop administration guidelines for the fee program that will establish annual review procedures, update and escalation factors, accounting procedures, reimbursement policies and procedures, and other reporting requirements.
- Participate in public meetings with the community as may be appropriate to explain the costs and benefits of the fee program.

### 3.2 DELIVERABLES - GENERAL STANDARDS

In the performance of its duties under this Agreement, it is expected that the Consultant shall provide Calaveras County with thorough analysis and expert counsel to facilitate the decision making process and complete this project in a timely manner.

All work products are subject to review and approval by the County. The Consultant shall provide the County with sufficient time and opportunity to review and comment on all deliverables prior to final publishing. As such, all deliverables shall be provided to the County in draft and final versions. The County's comments on draft submittals shall be addressed by the Consultant and incorporated into the final submittal, where appropriate.

Unless otherwise noted herein, the Consultant shall provide: draft submittals to the County in an acceptable digital format; and all final documents in both paper (four copies, including one photo-ready) and digital (both PDF and native) formats.

## SECTION 4 COMPENSATION AND PAYMENT

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The County will negotiate a contract with the selected Consultant based on the conditions specified in the sample professional services agreement (Appendix A) and the following assumptions. For all services rendered in association with the Project, including all labor, overhead, profit, equipment, materials, and expenses, the Consultant will be compensated on a time and expenses basis up to a not-to-exceed limit in accordance with an approved cost proposal. For all services rendered, payments will be made to the Consultant based on monthly invoices.

Consultant shall provide the County with a copy of each vendor invoice that exceeds \$500.00. Said back up documentation shall be attached to the Consultant invoice. Back up for vendor services that are less than \$500.00 will be provided to the County on an as requested basis. The Consultant shall exercise all due diligence in minimizing expenses.

## SECTION 5 SERVICES TO BE PROVIDED BY THE COUNTY

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With the exception of the following items, the Consultant will provide the necessary resources and services to execute the work scope described above. In coordination with the selected Consultant, the County will:

- Designate a County representative to be the primary contact person who will represent the County's interests, provide available project documents, and administer the subject professional services agreement;
- Make timely decisions on questions or issues brought forward by the Consultant throughout this process; and

- Provide access to all available documents, reports and plans, including land use information and assessor's rolls, historical revenue and expenditure reports, detailed disposal and recycling reports, and capital improvement plans.

If the Consultant assumes that the County will provide any resources or services other than those specifically indicated above, those assumptions should be clearly stated and highlighted in its proposal.

## **SECTION 6 PROPOSAL SUBMITTAL REQUIREMENTS**

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The Consultant's proposal shall consist of the following four elements:

- Transmittal Letter
- Statement of Qualifications
- Technical Proposal
- Cost Proposal

Guidelines for the inclusion of these elements are described in the sections that follow.

### **6.1 TRANSMITTAL LETTER**

The proposal shall be transmitted with a cover letter describing the firm's interest and commitment to the proposed Project. The letter shall state that the proposal shall be valid for at least a 60-day period and should include the name, title, address, telephone number, and e-mail address of the individual to whom correspondence and other contacts should be directed during the Consultant-selection process. Addenda issued during the time of solicitation shall be acknowledged in the transmittal letter. The person authorized by the firm to negotiate a contract with the County shall sign the transmittal letter, which should be addressed to:

Cynthia Knapp, Integrated Waste Manager  
Calaveras County Public Works Department  
891 Mountain Ranch Road  
San Andreas, CA 95249-9709

### **6.2 STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Recognizing that the County seeks a Consultant with extensive engineering and financial experience that has specific expertise with nexus studies for property-related fees, the statement of qualifications should include the following elements:

- Background of the Consultant:** In no more than two pages, provide a summary of the Consultant's background and explain how it is uniquely qualified to provide the highest level of service in meeting the County goals and objectives.
- Qualifications and Experience:** The proposal shall provide a summary of the qualifications and experience of the team that will be assigned to this project. Please emphasize the project team's specific qualifications and experience with projects similar in type and scale to this project. Provide a brief summary of the proposed team's experience with engineering and financial services that demonstrates specific expertise with the completion of nexus studies for the assessment of property-related fees.

A short description of at least three but no more than five of the most relevant projects should be provided for reference purposes and include the following information:

- Jurisdiction name and location,
  - Point of contact and contact information,
  - Description of project scope and outcome, including revenue type and amount of anticipated revenue,
  - Identify proposed project team members and their roles on this reference project; and
  - List consulting fees and actual revenues generated by fee increase.
- Staffing Plan:** Provide organization chart that identifies the individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the project by task. **Indicate the number of anticipated hours for each member of the project team for each task.**
  - Key Team Members:** Provide the name, years with the firm, and qualifications of the project manager and technical lead proposed for this project. Competitive proposals will specifically identify the responsibilities and obligations that will be assigned to each of the key members (e.g., project manager, technical lead). As a specific contract provision, key members of the proposed project team shall be committed to this assignment and replacement of the key team members will be subject to the applicable contract provisions.
  - Resumes:** Resumes should be included as an appendix only for members of the Project team who have been assigned a significant role (at least 10% of total project hours). The inclusion of resumes for personnel that are not assigned significant roles may be a basis for finding a proposal to be non-responsive.

### 6.3 TECHNICAL PROPOSAL

The Consultant's technical proposal should focus on the scope of work specific to completing the parcel fee nexus study for imposition of property-related fee to fund the integrated waste management program. The intent of this process is to encourage a response that allows the County to evaluate your firm's understanding of the scope of the proposed project and qualifications for consulting services required for successful completion of the project. Focused and concise proposals that provide specific responses to the County's goals and objectives will be considered favorably. Technical proposals should be prepared in accordance with the following guidelines.

***Project Understanding and Technical Approach:*** Proposals should provide a discussion of your approach to implementing and executing a planning/design process that achieves the project goals and objectives. The discussion should be provided in sufficient detail to demonstrate your understanding of the issues and risks associated with the project's development and implementation. In this regard, any recommendations to further the County's goals and objectives should be emphasized in your proposal and would be a clear means of demonstrating your understanding of the project requirements. Particular attention should be paid to the following issues:

- Relative merits of maintaining separate accounting of revenues and expenditures for operating programs versus regulatory programs;
- Legally defensible technical approach for determining RE factors for non-residential land uses and occupancies; and
- Approach to delivering the project at the earliest practical date in consideration of financial constraints, balloting restrictions, and community engagement.

***Work Plan:*** Proposals should provide a detailed description of the work anticipated to accomplish the project goals, objectives and primary tasks for completing the nexus study.

***Schedule:*** Proposals should present a project schedule showing critical path, milestones, anticipated deliverable dates, and the duration and dependencies of each task.

***Example Product:*** Proposal should include, under a separate cover, a copy of the product from one of its reference projects that compares most favorably with the anticipated scope of work for this project. The example product may be submitted in either a digital or paper format.

### 6.4 COST PROPOSAL

A cost proposal should be submitted in a separate, sealed envelope entitled "**Cost Proposal.**" The cost proposal should be consistent with the assumptions outlined in *SECTION 4 Compensation and Payment* and should be consistent with the work breakdown structure of your work plan. The cost proposal should indicate the number

of anticipated hours and the hourly billing rate for each member of the project team for each task. In addition, provide a copy of the Consultant's hourly rate schedule.

**Cost accounting and tracking:** Describe the means by which you intend to monitor and control costs to conform to a negotiated not-to-exceed budget.

## 6.5 ADDITIONAL SUBMITTAL REQUIREMENTS AND INFORMATION

**Additional Relevant Information:** At the Consultant's discretion, provide additional information that you deem relevant and may be helpful in the selection process (not to exceed the equivalent of two single-sided pages).

**Pre-Proposal Conference:** No pre-proposal conference is scheduled for this Project.

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

**Page limitation:** The statement of qualifications portion of the proposal shall be limited to 25 pages (excluding resumes). The inclusion of additional pages may be a basis for finding a proposal to be non-responsive. No page limit will be applied to the technical proposal or the example product.

**Submittal of Proposals:** Four (4) paper copies and one digital copy (\*.PDF format on compact disc) of your Proposal are due at the County offices at the time and date specified on the front sheet of this RFP. One of the four paper copies must be single-sided, unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine. The other three copies should be double-sided, printed on recycled paper, and bound. The example product is exempt from these requirements and a single copy may be submitted in either digital or paper format.

To be considered, envelopes or packages containing the transmittal letter, statement of qualifications and technical proposal should be clearly marked: "Technical Proposal Enclosed – IWM Parcel Fee Nexus Study." The cost proposal should be submitted in a separate envelope that should be clearly marked "Cost Proposal Enclosed – IWM Parcel Fee Nexus Study". Proposals should be submitted to the following address:



**Purchasing Agent  
Calaveras County Administrative Office  
891 Mountain Ranch Road  
San Andreas, CA 95249-9709**

## **SECTION 7 GENERAL TERMS AND CONDITIONS OF THIS SOLICITATION**

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### **7.1 LIMITATIONS**

It is the intent of the County to engage a consulting firm that will provide professional services as described herein. However, the County reserves the right, at its sole discretion, to terminate the consultant selection process without cause and at any time. This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. The County reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive any irregularity or information in any Proposal or in the RFP procedure, and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. County reserves the right to withdraw this RFP at any time without prior notice. Further, County reserves the right to modify the RFP schedule described herein.

### **7.2 AWARD**

As outlined in SECTION 9, the selection of a consulting firm for professional engineering and financial services will be based on the demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. County reserves the right to award the contract without discussion, based upon the proposal(s) received. Any contract, if awarded, will be awarded by formal action of the Calaveras County Board of Supervisors.

### **7.3 ADDENDUM TO THE RFP**

Any changes to the RFP requirements will be made by the County in the form of a written addendum and shall be considered part of the RFP. Addendum to the RFP will be posted to the County's website. It shall be the responsibility of the prospective firm, prior to submitting their proposal, to check the website or contact the Contract Administrator by e-mail to determine if addenda were issued and to acknowledge and incorporate them into their proposal. Notification of an addendum will be transmitted electronically to all listed RFP holders. To assure notification when new information or an addendum is issued, please verify your contact information on the "bidder's list" that will be posted online for the Projects. Addenda issued during the time of



solicitation shall be acknowledged by all proposers and will be incorporated into any resulting agreement.

#### **7.4 VERBAL AGREEMENT OR CONVERSATION**

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

#### **7.5 PRE-CONTRACTUAL EXPENSE**

Pre-contractual expenses are defined as expenses incurred by proposers to:

- Prepare Proposals in response to this RFP;
- Submit qualifications to the County;
- Negotiate with the County on any matter related to proposals, and final contract/agreement; and
- Incur other expenses prior to the date of award of any agreement.

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

#### **7.6 REJECTION OF PROPOSALS**

The County reserves the right, at its sole discretion, to be the final judge as to which is the responsible, qualified proposal. Any proposal that does not complete all the items scheduled or does not respond to items in the manner specified in this RFP may be considered non-responsive and may be rejected on these bases in the sole discretion of the County.

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

#### **7.7 PUBLIC INFORMATION**

After contract award, all materials received relative to this proposal will become public information and be available for inspection. The County reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged responsive.

Until award of the contract, the proposal and any proposed scope of work being negotiated shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful firm, all submittals shall be public records. No proposals shall be returned after the date and time set for opening thereof.

#### 7.8 PROPOSAL VALIDITY PERIOD

Submission of a proposal shall signify the firm's agreement that his/her proposal is valid for at least 60 days from the date of opening.

#### 7.9 FAMILIARITY WITH PROJECT CONDITIONS

By submitting a proposal, it is understood that the Consultant has reviewed the project site and applicable project documents, and that based on that review; the Consultant has satisfied itself with the applicable conditions and requirements expressed in those documents, unless otherwise stated.

#### 7.10 RIGHT TO NEGOTIATE PROPOSALS

The County reserves the right to negotiate any fee or any provision, accept any part, or all parts of any proposals whichever is in the best interest of the County and the taxpaying public. The County intends to negotiate only with those firms whose proposals meet the requirements of the County.

#### 7.11 PROFESSIONAL SERVICES AGREEMENT

The selected Consultant will be required to enter into a professional services agreement with the County. A sample of the County's standard professional services agreement is attached as Appendix A. Unless indicated otherwise, submission of a proposal indicates that the proposer accepts the terms of the County's standard professional services agreement.

### SECTION 8 SELECTION CRITERIA

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Selection for engineering and financial services will be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required. The ideal firm will have extensive past experience on projects of a similar type and scale; an understanding of legal framework and requirements; a strong reputation with the applicable agencies; and the ability to work effectively with the staff that would be overseeing the Project. Demonstrated competence and professional qualifications will be evaluated based on the following criteria:

- *Understanding of the work to be done* – Proposals will be scored based on the responsiveness to this RFP, including clarity and efficacy of the proposed

approach and thoroughness of the proposed work scope. Focused and concise proposals that provide specific responses to the Project's goals and objectives will be considered favorably.

- *Experience with similar kinds of work* – Proposals will be scored based on the experience of the project team as a whole with the successful execution of similar projects.
- *Demonstrated technical ability* - Proposals will be scored based on the demonstrated capabilities and technical expertise of the project team (key staff) in the specialized areas of work including the demonstrated ability to provide the necessary services in this region.
- *Capability of developing innovative or advanced techniques* – Proposals will be scored based on the proposal's responsiveness to the unique challenges of this project and demonstrated success in delivering innovative solutions to similar challenges.
- *Familiarity with legal framework and procedures* – Proposals will be scored based on the firm's demonstrated understanding of the legal framework and procedures associated with the project specific adoption requirements.
- *Financial responsibility* – Proposals will be scored based on the wise use of resources including reasonableness of staff assignments relative to the level of effort demanded by the work to be done.

## **SECTION 9 SELECTION PROCESS AND PROCEDURES**

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The Consultant selection process and procedures specified in this section are intended to assure that professional engineering and financial services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable price to the County. Accordingly, the following procedures shall apply.

A technical review panel will be convened by the Public Works Director or his/her designee. The technical review panel will be comprised of at least three individuals who may be staff or agents of the County.

Upon receipt of the proposals, the proposals will be screened to determine responsiveness to the RFP. Proposals deemed non-responsive will be rejected and will not receive further consideration. Proposals that are deemed responsive to the RFP will be distributed to the technical review panel and a technical evaluation will be performed. Each of the major sections of the submittal will be reviewed and evaluated based on the criteria outlined in SECTION 8. Proposers may be contacted by email or telephone and asked for further information, if warranted. The technical proposals will then be scored and ranked based on this evaluation.

Prior to final Consultant selection and at the County's discretion, a shortlist of the top-ranked consulting firms may be requested to participate in an oral presentation and interview. The purpose of the interview will be to provide an opportunity for the top-ranked firms to introduce key personnel who would be assigned to this project, to demonstrate capabilities of the firm, and to clarify their responses to the RFP. Attendance at such a presentation shall be at the proposer's expense. A final ranking of the firms will be determined based on the proposals, any supplemental information requested, and oral interview, if one is conducted. Based on this final ranking, the panel will make a recommendation to the County Director of Public Works or his designee.

Once the top-ranked firm has been determined, the County staff will start contract negotiations in accordance with the following procedures:

1. The Contract Administrator will negotiate a contract with the best-qualified firm at compensation that the County determines is fair and reasonable to the County.
2. If the Contract Administrator is unable to negotiate a satisfactory contract with the firm considered the most qualified, at a price the County determines to be fair and reasonable to the County, negotiations with that firm will be formally terminated.
3. The Contract Administrator shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Contract Administrator shall terminate negotiations.
4. The Contract Administrator shall then undertake negotiations with the third most qualified firm.
5. Should the Contract Administrator be unable to negotiate a satisfactory contract with any of the selected firms, the Contract Administrator shall select additional firms in order of their competence and qualification and continue negotiations in accordance with these procedures until an agreement is reached.

Following successful negotiation of contract terms, a recommendation for contract award will be made to the Calaveras County Board of Supervisors for their consideration and approval. The schedule shown in Table 2 is anticipated for completing the consultant selection process. The County reserves the right, however, to modify this schedule at any time.

**TABLE 2 - ANTICIPATED SCHEDULE FOR SELECTION PROCESS**

<b>Milestone</b>	<b>Anticipated Date</b>
Request for Proposal issued	January 30, 2013
Proposals due from interested firms	As shown on front sheet
County to name top-ranked responsive firm(s)	March 6, 2013
County to conduct interviews with top-ranked firms (if warranted)	March 13, 2013
County to commence contract negotiations with top-rated firm	March 14, 2013
Contract award by Board of Supervisors	April 9, 2013

**QUESTIONS REGARDING THIS RFP SHOULD BE DIRECTED TO:**

CYNTHIA KNAPP, INTEGRATED WASTE MANAGER  
 CALAVERAS COUNTY PUBLIC WORKS  
 891 MOUNTAIN RANCH ROAD  
 SAN ANDREAS, CA 95249  
 (209) 754-2819  
[CKNAPP@CO.CALAVERAS.CA.US](mailto:CKNAPP@CO.CALAVERAS.CA.US)



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**APPENDIX A. SAMPLE PROFESSIONAL  
SERVICES AGREEMENT**

**INTEGRATED WASTE MANAGEMENT PROGRAM**

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January 2013





**PROFESSIONAL SERVICES AGREEMENT  
FOR FINANCIAL AND ENGINEERING SERVICES ASSOCIATED WITH THE  
IMPLEMENTATION OF A PROPERTY-RELATED FEE TO FUND INTEGRATED  
WASTE MANAGEMENT**

THIS AGREEMENT (Agreement) is made and entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2013, by and between the County of Calaveras, a political subdivision of the State of California (County) and \_\_\_\_\_, a California Corporation (Consultant).

**WITNESSETH**

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

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as needed for engineering and financial analysis associated with the completion of nexus studies to support the assessment of property-related fees; and

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

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

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

NOW, THEREFORE, the County and the Consultant agree to the following:

***SECTION 1 BASIC SERVICES***

---

- A. The Consultant shall furnish and perform the services described in "Appendix A: Scope of Work" including, but not limited to, financial and engineering services to complete a nexus study in support of an assessment of property-related fees funding Integrated Waste Management.
- B. The Consultant shall provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

- C. The Work shall be performed in a manner satisfactory to the Director of Public Works or his/her designee (for the purposes of this Agreement, this individual shall be referred to as the "County Contract Manager").
- D. All subcontracts shall comply with all provisions, conditions, appendices, references, and exhibits of this Agreement.
- E. In the event of any conflict between any provisions of this Agreement (including exhibits, appendices, or references), this Agreement shall prevail. Otherwise, the provision that requires the highest level of performance from the Consultant for the County's benefit shall prevail.
- F. The County Contract Manager may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Section 2 of this Agreement. Such modifications to the Agreement, as set forth above, must be approved in writing by both parties. Any modification that results in a change to the total compensation is subject to the provisions of SECTION 19 of this Agreement.

---

**SECTION 2    COMPENSATION AND REIMBURSEMENT OF EXPENSES**

---

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

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**SECTION 3    METHOD OF PAYMENT**

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

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**SECTION 4    REPORTS**

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

---

**SECTION 5    RECORDS RETENTION**

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

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

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**SECTION 6    DISPUTES**

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Before any dispute or controversy arising out of or relating to this project or this Agreement is taken to a court of law, the parties may engage in discussion to resolve the dispute through mediation. The parties shall share equally all mediation costs, excluding the parties' own attorneys' fees. This Agreement and dispute resolution is governed by California Law. Only the party prevailing on all issues submitted, either to a court of law or arbitrator shall be entitled to reasonable attorney's fees. The pendency of a dispute will not excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

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**SECTION 7    TERM AND TERMINATION**

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

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

---

**SECTION 8 APPLICABLE LAWS**

In the performance of the services required by this Agreement, Consultant shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

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**SECTION 9 NON-DISCRIMINATION IN SERVICES AND BENEFITS**

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

## **SECTION 10 INDEMNIFICATION**

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

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

In providing any defense under this Section, Consultant shall use counsel reasonably acceptable to the County.

## **SECTION 11 COUNTY'S RESPONSIBILITY**

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

## **SECTION 12 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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

1. The limits of such insurance shall be no less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate for the commercial general liability insurance, \$1,000,000 for the Workers' Compensation/Employers' Liability insurance per accident for bodily injury or disease, and \$1,000,000 combined single limit for each accident for the automobile liability insurance.
  2. Policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis, except for Consultant's professional liability policy, which shall be on a "per claim" basis.
  3. The County, its elected representatives, officers, agents, employees, and volunteers shall be named as additional insured on the commercial general and automobile liability insurance policies.
  4. Retentions must be declared to and are subject to the approval of the County Risk Manager.
  5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice, return receipt requested, has been given to the County Contract Manager.
  6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise approved by the County Risk Manager.
  7. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
- B. During the term of this Agreement, the Consultant shall at all times maintain, at its expense, professional errors and omissions liability insurance in an amount not less than \$100,000 per claim with a \$300,000 annual aggregate limit, covering negligent acts, errors or omissions which may be committed by the Consultant in the performance of its services under this Agreement.
- C. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the County Contract Manager with certificates of insurance reflecting coverage required by this Agreement. The certificates are to be signed by a person authorized by that insurer to bond coverage on its behalf. All certificates are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Consultant may use forms provided by the County Risk Manager or, as an alternative, may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- D. During the term of this Agreement, Consultant shall furnish the County Contract Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage

throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**SECTION 13 WORKERS' COMPENSATION**

---

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

**WORKERS' COMPENSATION CERTIFICATION**

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

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

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

**SECTION 14 REPRESENTATIVES; NOTICE**

---

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

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

CONSULTANT: Name  
Title

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

CONSULTANT:

Corporate Name  
Street Address  
City, CA Zip  
Attention: Project Manager's Name, P.E.

COUNTY:

Calaveras County Public Works Dept.  
891 Mountain Ranch Road  
San Andreas, CA 95249  
Attention: Cyndi Knapp

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

TO CONSULTANT: \_\_\_\_\_ Phone: (\_\_\_\_\_)

TO COUNTY: [CKnapp@co.calaveras.ca.us](mailto:CKnapp@co.calaveras.ca.us) Phone: (209) 754-6401  
Fax No: (209) 754-6664

Any party may change their contact information to which such communications are to be given by providing the other parties with written notice of such change at least ten calendar days prior to the effective date of the change.

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

***SECTION 15 CONFLICT OF INTEREST***

---

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



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**SECTION 16 COVENANT AGAINST CONTINGENT FEES**

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

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**SECTION 17 ASSIGNMENT AND SUBCONTRACTS**

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The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the County Contract Manager. If any portion of the services required of Consultant is subcontracted, the subconsultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by subconsultant(s). Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

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**SECTION 18 STATUS OF CONSULTANT**

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

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**SECTION 19 AMENDMENT**

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

---

**SECTION 20 WAIVER**

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

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**SECTION 21 AUTHORIZED REPRESENTATIVE**

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

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**SECTION 22 PUBLIC RECORDS ACT**

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

---

**SECTION 23 ADDITIONAL PROVISIONS**

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

**SECTION 24 ENTIRE AGREEMENT**

---

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

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

**CORPORATE NAME**

**COUNTY OF CALAVERAS**

\_\_\_\_\_  
Name  
Title

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

**ATTEST:**

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

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

**Approved As To Form:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janis Elliott, County Counsel

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**APPENDIX A:  
SCOPE OF WORK**

March 2013

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**APPENDIX B:  
COST PROPOSAL**

March 2013



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## APPENDIX B: COST PROPOSAL

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January 2013

The Consultant's negotiated Cost Proposal for the Work is shown in the attached tables as follow:

- Table 1 shows the cost proposal summary by cost category
- Table 2 shows the cost proposal at the task/subtask level of detail

Invoices from the Consultant shall include all labor charges and other direct costs. Charges shall include only those services directly attributable to the execution of the Work.

### LABOR COSTS

---

Labor charges are based upon standard hourly billing rates for each category of staff. Consistent with federal acquisition regulations and cost accounting standards, the billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), general administration, overheads, and profit. Time spent when traveling in the interest of work will be charged in accordance with the hourly billing rates. Rates by staff or labor category are shown in the attached "Fee Schedule".

### OTHER DIRECT COSTS

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Other costs directly attributable to the execution of the work, including large-volume copying by an outside vendor, materials, travel, subsistence, and subcontractor costs, will be invoiced at cost consistent with federal cost accounting principles.

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**APPENDIX C:**  
**SCHEDULE**  
March 2013

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